

No. 16700

United States
Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

JEFFRIES BANKNOTE COMPANY,
Respondent.

Transcript of Record

Petition For Enforcement of an Order of The
National Labor Relations Board

FILED

MAR 16 1960

FRANK J. SCHMID, CLERK

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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GENERAL COUNSEL'S EXHIBIT No. 1-H

United States of America
National Labor Relations Board

CHARGE AGAINST EMPLOYER

* * * * *

Case No. 21-CA-3028. Date Filed 4-11-58. Compliance Status Checked By: E.F.

1. Employer Against Whom Charge Is Brought:

Name of Employer: Jeffries Banknote Company.

Address of Establishment: 117 Winston Street, Los Angeles 13, California.

Number of Workers Employed: 200.

Type of Establishment: Factory.

Identify principal product or service: Printing.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge:

Since on or about December 1, 1957, the above-named Employer, acting through his officers, agents, or employees, has refused to bargain collectively with the undersigned Labor Organization, the representative of his employees.

General Counsel's Exhibit No. 1-H—(Continued)

By these and other acts, said Employer, acting through his officers, agents or employees, has interfered with, restrained, or coerced employees in the exercise of the rights guaranteed in Section 7.

3. Full Name of Party Filing Charge: Amalgamated Lithographers of America, AFL-CIO.

4. Address: 1220 South Maple Avenue, Los Angeles 15, California. Telephone No.: Richmond 7-7413.

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit: Amalgamated Lithographers of America.

6. Address of National or International, if any: New York City, N. Y.

7. Declaration:

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

April 11, 1958.

/s/ By TED BRANDT
President

Admitted in evidence August 11, 1958.

GENERAL COUNSEL'S EXHIBIT No. 1-J

United States of America
National Labor Relations Board

FIRST AMENDED CHARGE AGAINST
EMPLOYER

* * * * *

Case No. 21-CA-3028. Date Filed: 6-18-58.

1. Employer Against Whom Charge Is Brought:

Name of Employer: Jeffries Banknote Company.

Address of Establishment: 117 Winston Street,
Los Angeles 13, California.

Number of Workers Employed: 200.

Type of Establishment: Factory.

Identify principal product or service: Printing.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge:

Since on or about December 1, 1957, the above-named Employer, acting through his officers, agents, or employees, has refused to bargain collectively with the undersigned labor organization, the representatives of his employees.

General Counsel's Exhibit No. 1-J—(Continued)

By these and other acts, said Employer, acting through his officers, agents or employees, has interfered with, restrained, or coerced employees in the exercise of the rights guaranteed in Section 7.

3. Full Name of Party Filing Charge: Amalgamated Lithographers of America, Local 22, AFL-CIO.

4. Address: 1220 South Maple Avenue, Los Angeles 15, California. Telephone No.: RIchmond 7-7413.

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit: Amalgamated Lithographers of America.

6. Address of National or International, if any: 143 West 51st Street, New York 19, New York.

7. Declaration:

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

June 17, 1958.

/s/ By TED BRANDT
President

Admitted in evidence August 11, 1958.

GENERAL COUNSEL'S EXHIBIT No. 1-L

United States of America
Before The National Labor Relations Board

Twenty-First Region

Case No. 21-CA-3028

JEFFRIES BANKNOTE COMPANY,

and

AMALGAMATED LITHOGRAPHERS OF
AMERICA, LOCAL 22, AFL-CIO

COMPLAINT AND NOTICE
OF HEARING

It having been charged by Amalgamated Lithographers of America, Local 22, AFL-CIO, herein called the Union, that Jeffries Banknote Company, herein called the Respondent, has been engaging in and is engaging in unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 61 Stat. 136, herein called the Act; the General Counsel of the National Labor Relations Board, on behalf of the Board, by the undersigned Regional Director, issues this Complaint and Notice of Hearing pursuant to Section 10 (b) of the Act and Section 102.15 of the Board's Rules and Regulations, Series 7:

1. The charge was filed by the Union on April 11, 1958, and was served on the Respondent on April

General Counsel's Exhibit No. 1-L—(Continued)
15, 1958. A first amended charge was filed on June 18, 1958, and was served on the Respondent on June 19, 1958.

2. The Respondent, a California corporation, is engaged in financial printing. During the 12-month period immediately preceding the issuance of this Complaint and Notice of Hearing, Respondent shipped products and furnished services valued in excess of \$50,000 to points outside the State of California.

3. The Respondent, beginning about March 14, 1958, and at all times material herein was a member of Union Employers' Section Printing Industries Association, Inc., of Los Angeles, herein called the Association, an association of firms engaged in the printing business and associated in part for the purposes of collective bargaining. At all times material herein the Association has represented its members, including the Respondent, in collective bargaining with the Union and has negotiated collective bargaining agreements with the Union on behalf of its members. At all times material herein the Association was and is the duly authorized agent of its members, including the Respondent, for this purpose.

4. The members of the Association, during the most recent 12-month period, have sold products and furnished services valued in excess of \$50,000 directly to points outside the State of California and also sold products and furnished services valued in excess of \$100,000 to firms in California which, in

General Counsel's Exhibit No. 1-L—(Continued)
turn, shipped products valued in excess of \$50,000 directly to points outside the State of California.

5. By reason of the facts set forth in paragraphs 2, 3 and 4 above, the Association and the Respondent, and each of them, are, and at all times material herein have been, engaged in commerce within the meaning of Section 2, subsection (6) of the Act.

6. The Union is a labor organization within the meaning of Section 2, subsection (5) of the Act.

7. All lithographic (direct or offset) production employees of all employer members of the Association, excluding all other employees, constitute a unit appropriate for purposes of collective bargaining within the meaning of the Act which assures to the employees the full benefit of the right to self-organization, and otherwise effectuates the policies of the Act.

8. At all times material herein the Union was and is the designated representative of a majority of the employees in the unit described in paragraph 7 above for the purposes of collective bargaining and is the exclusive bargaining representative of all the employees in the above-described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

9. On March 27, 1958, while bargaining negotiations were under way between the Association and the Union, the Respondent, without the consent of the Union, attempted to withdraw from the Association and to abandon the unit set out in paragraph

General Counsel's Exhibit No. 1-L—(Continued)
7 above, to which the Association and the Union had previously committed themselves.

10. The Respondent failed and refused to sign an agreement entered into on March 27, 1958, between the Union and the Association on behalf of its members, including the Respondent, and continues to fail and refuse to sign said agreement.

11. By the acts and conduct set forth in paragraphs 9 and 10 above, the Respondent engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a), subsections (1) and (5) of the Act.

12. The activities of the Respondent, as set forth in paragraphs 9 and 10 hereof, occurring in connection with the operations of the Respondent and the Association as described in paragraphs 2 through 5 hereof, have a close, intimate and substantial relation to trade, traffic and commerce among the several states of the United States and have led and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce as defined in Section 2, subsection (7) of the Act.

13. The acts and conduct of the Respondent, as set forth in paragraphs 9 and 10 above, constitute unfair labor practices affecting commerce within the meaning of Section 8 (a), subsections (1) and (5), and Section 2, subsections (6) and (7) of the Act.

Please Take Notice that on the 21st day of July, 1958, at 10:00 a.m., DST, in Hearing Room 1, on

General Counsel's Exhibit No. 1-L—(Continued)
the Mezzanine Floor, 849 South Broadway, Los Angeles, California, a hearing will be conducted before a duly designated trial examiner of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, you shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to said Complaint within ten (10) days from the service thereof and that unless you do so all of the allegations in the Complaint shall be deemed to be admitted to be true and may be so found by the Board.

Wherefore, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the undersigned Regional Director, this 9th day of July 1958, issues this Complaint and Notice of Hearing against Respondent herein.

[Seal] /s/ RALPH E. KENNEDY,
Regional Director, National Labor Relations Board,
Twenty-First Region.

Admitted in Evidence August 11, 1958.

GENERAL COUNSEL'S EXHIBIT No. 1-0

[Title of Board and Cause No. 3028.]

ANSWER OF RESPONDENT

Now comes Jeffries Banknote Company, Respondent in the above entitled cause, by John H. Doesburg, Jr., its attorney, and files its Answer to the complaint in the above entitled cause as follows:

1. Respondent admits the allegations contained in paragraph 1 of complaint.

2. Respondent admits the allegations contained on paragraph 2 of complaint.

3. Respondent denies the allegations contained in paragraph 3 of complaint.

4. Respondent neither admits or denies the allegations contained in paragraph 4 of complaint, as it has no knowledge of same.

5. Respondent admits that it has been engaged in commerce within the meaning of Section 2, subsection (6) of the act but has no knowledge with respect to the association.

6. Respondent admits the allegations contained in paragraph 6 of complaint.

7. Respondent denies the allegations contained in paragraph 7 of complaint.

8. Respondent denies the allegations of paragraph 8 of complaint.

General Counsel's Exhibit No. 1-O—(Continued)

9. Respondent denies the allegations contained in paragraph 9 of complaint.

10. Respondent admits the allegations contained in paragraph 10 of complaint to the extent that respondent refused and presently refuses to sign an agreement entered into on March 27, 1958 but denies that such Association or group of employers were authorized to make such agreement on behalf of Respondent. Respondent also denies that the Association was at all times material herein, the authorized agent of Respondent.

11. Respondent denies the allegations contained in Paragraph 11 of complaint.

12. Respondent denies the allegations contained in Paragraph 12 of complaint.

13. Respondent denies the allegations contained in Paragraph 13 of complaint.

14. Respondent hereby denies any and all allegations contained in complaint not specifically herein affirmed or denied in this Answer.

/s/ JOHN H. DOESBURG, JR.,
Attorney for Respondent.

Duly Verified.

Admitted in evidence August 11, 1958.

United States of America

Before The National Labor Relations Board

Division of Trial Examiners

Branch Office

San Francisco, California

Case No. 21-CA-3027

ANDERSON LITHOGRAPH COMPANY, INC.

and

Case No. 21-CA-3028

JEFFRIES BANKNOTE COMPANY

and

AMALGAMATED LITHOGRAPHERS OF
AMERICA, LOCAL 22, AFL-CIO

INTERMEDIATE REPORT AND
RECOMMENDED ORDER

Statement of the Case

The consolidated complaint herein alleges, in substance, that Anderson Lithograph Company, Inc., hereinafter Anderson, and Jeffries Banknote Company, hereinafter Jeffries, respectively violated Section 8 (a) (1) and (5) of the National Labor Relations Act, as amended, 61 Stat. 136, hereinafter the Act, by attempting to withdraw from and abandon a multi-employer unit, alleged to be an appropriate

unit, to which they had previously committed themselves, and by failing and refusing to sign an agreement negotiated on the basis of the multi-employer unit by their duly authorized representative and Amalgamated Lithographers of America, Local 22, AFL-CIO, hereinafter the Union.

On due notice a hearing before the undersigned was held at Los Angeles, California, on August 11, 12, 1958. All parties were represented and participated in the hearing. The jurisdictional allegations of the complaint were either admitted in duly filed answers to the complaint, or stipulated during the course of the hearing; the allegations of unfair labor practices denied. After the evidence had been taken, the General Counsel argued his position orally upon the record. The Respondents and the Union filed briefs.^a

Upon the entire record in the case and from my observation of the witnesses, I make the following:

Findings of Fact

I. The business of the Respondents

Anderson, a California corporation, is engaged in lithography work. Jeffries, also a California corporation, is engaged in financial printing. During the 12-month period immediately preceding the issuance of the complaint herein, each shipped prod-

^a It is hereby ordered that the transcript of this proceeding be corrected pursuant to a stipulation of the parties identified herein and now received in evidence as Trial Examiner's Exhibit No. 2.

ucts or furnished services valued in excess of \$50,000, to points outside the State of California. On these agreed upon facts, jurisdiction is admitted and found.

II. The labor organization involved

Amalgamated Lithographers of America, Local 22, AFL-CIO, is a labor organization within the meaning of Section 2 (5) of the Act.

III. The unfair labor practices

A. The controlling facts

On March 27, 1958, the Union reached an agreement with the Union Employers' Section of the Printing Industries Association, hereinafter U.E.S., on a contract covering employees of the some forty-odd employers who had designated the U.E.S. their bargaining representative. Anderson and Jeffries, respectively, as well as two or three other employers not named as respondents in this proceeding, although they had previously authorized the U.E.S. to bargain on their behalf, refused to execute or to be bound by the contract agreed upon and executed by the negotiating committees of U.E.S. and the Union. It is because of that refusal that we are asked to find Anderson and Jeffries in violation of Section 8 (a) (1) and (5) of the Act.

Bargaining between the Union and the U.E.S. on an association wide basis had existed for a substantial period prior to 1958, and the contracts which were the end results of these negotiations

were executed, on behalf of the employers, by the negotiating committee of the U.E.S. and by the employers individually. Prior to entering into negotiations, the U.E.S. obtains authorizations from the various employers to act in their behalf, and the Union is supplied with a list of employers who have submitted authorizations. Preliminary to negotiations on the 1958 contract, the Union, as was its custom, sent notices to Fred Miller, U.E.S. secretary, and to the 46 individual employees who had authorized U.E.S. to bargain on their behalf, proposing negotiations on a new contract to succeed the one terminating in February, 1958. Pursuant to these notices, negotiations for a new contract between U.E.S. and the Union began in September, 1957, and continued through December, 1957, and January, 1958, during which period some items were agreed upon and others remained open. There were further meetings in February, but no final agreement on a contract was reached.¹ On March 14, the Union received from Jeffries this notice:

Jeffries Banknote Company has designated the Union Employers Section of Printing Industries Association of Los Angeles as its collective bargaining representative and will henceforth be represented in any negotiations by them.

¹ A detailed statement of proposals and counter proposals, agreements and disagreements during the course of bargaining, is needless, inasmuch as the allegations of the refusal to bargain are based on the refusal of Anderson and Jeffries to execute the contract negotiated by U.E.S. and the Union.

Prior to receiving this notice, contract negotiations between the Union and Jeffries had been on an individual employer basis. In 1956, on the Union's petition and pursuant to a Board conducted election, the Union had been certified as representative of Jeffries' employees in an appropriate unit, and a contract was executed between the parties October 25, 1956. The expiration date of the contract was February 1, 1958. In the fall of 1957, the Union served Jeffries individually with notices for negotiations on a new contract and met with Jeffries individually in January and February, 1958, but no agreement was reached. After the notice of March 14, 1958, advising the Union that Jeffries would thenceforth be represented by U.E.S., negotiations between the Union and Jeffries, individually, ceased. Anderson had had contractual relations with the Union for some four years prior to 1958, had been represented by U.E.S. throughout this period and beginning with the Union—U.E.S. negotiations of September, 1957, John Anderson, its president, met with union representatives as a member of the U.E.S. negotiating committee.

Upon receipt of the March 14 notice from Jeffries, the Union included for the first time in its contract proposals, a request for a profit-sharing plan. The substance of this proposal was that any employer having a profit-sharing plan covering factory employees would "permit but not compel any member of the bargaining unit, who desires, to participate in the said plan." It appears that there was then in effect at Jeffries a profit-sharing plan which

the Union wanted open to the employees it represented. Be this as it may, an impasse in bargaining developed after the submission of this proposal and on March 20 the Union called a strike against all employers represented by U.E.S. The strike appears to have been effective, the testimony being that substantially all employees represented by the Union in the multi-employer unit, engaged in the strike.

While the strike was in progress, the Union approached certain employers represented by U.E.S., with respect to reaching an agreement on contract terms, and did in fact reach an agreement on contract terms individually with several of these employers.

On March 13, Theodore Brandt, the Union's president and a member of the Union's negotiating committee, received a letter from U.E.S., by the latter's legal counsel, stating insofar as is here material:

We have been advised that the Union is making individual solicitations of the employers so represented [by U.E.S.]. We hereby put you on notice that the Union Employers Section is the exclusive collective bargaining representative for each and all of the employers named and therefore you may not lawfully enter into any negotiation, contract, or understanding with the individual employers, but may only deal through the Union Employers Section.

Apparently, as indicated above, the Union chose to ignore this communication.

On March 26, Fred Miller, U.E.S. secretary, came into possession of a memorandum purporting to be

an agreement on contract terms between the Union and two of the most substantial members of U.E.S., including acceptance by these employers of the Union's profit sharing proposal. He called an emergency meeting of the U.E.S. negotiating committee for that evening, and at this meeting, Frank Miller of Western Lithographing Company, stated that Western and General Lithographing Company, respectively, had made separate agreements with the Union, that the terms of the agreement on disputed issues were contained in the memorandum then in Fred Miller's possession, and that this agreement represented the only basis upon which the strike could be settled. On the following morning a meeting of employers represented by U.E.S. was held, the facts of the separate agreements negotiated by the Union and individual employers explained to them, and the recommendation was made that it was inadvisable, in view of the defections in their own ranks, to continue the strike. Thereupon it was agreed that U.E.S. would adopt as its own contract proposal to the Union, the terms of the agreements already negotiated by the Union with certain employers who had authorized U.E.S. to represent them.

Prior to taking this action, the U.E.S. secretary stated that in view of the action taken by the Union in negotiating agreements with members individually, any employer member of U.E.S. who wished to revoke the authorization previously executed naming U.E.S. its bargaining representative, could do so. Thereupon, Culver Citizen News and Anderson,

respectively, indicated that they were revoking their U.E.S. authorization. Anderson, according to his testimony, indicated that he would not participate in any subsequent caucuses with U.E.S. nor participate further with respect to U.E.S. negotiations with the Union. Admittedly, however, without communicating to the Union his revocation of U.E.S. authorization, Anderson, who as previously stated was a member of the U.E.S. negotiating committee, attended the meeting between that committee and the Union which occurred beginning at noon of the same day, and at this meeting the Union accepted the U.E.S. proposal for a contract. His explanation was that when the Union was advised that Culver Citizen News had revoked its U.E.S. authorization, Brandt, the Union's chief negotiator "blew his top" whereupon he, Anderson, thought it was better for the progress of negotiations between U.E.S. and the Union to keep silent about his own revocation. He signed a written revocation on April 2.

After the meeting of employers represented by U.E.S. had concluded on the morning of March 27, Jeffries' representative at the meeting indicated that Jeffries would "go along" with a contract negotiated by U.E.S. provided it did not contain a profit-sharing clause, but that if such a clause was included in the contract Jeffries would not sign it. When the U.E.S. negotiating committee met with the Union on that same day, the Union was informed of the Culver Citizen News' revocation to which, according to credited testimony, Brandt replied that it made no difference inasmuch as this

employer employed only one person within the bargaining unit. Brandt's response on being advised of Jeffries' position, is in dispute. Brandt testified, in effect, that he stated that the Union would consider Jeffries bound by any contract agreed upon by U.E.S. and the Union. Anderson testified that Brandt made no statement to the effect that Jeffries would be covered by such an agreement. Fred Miller testified that Brandt said nothing with respect to Jeffries' revocation of U.E.S. authority. Henry Leamon, a member of the Union's committee, testified that he thought Brandt made the statement that if Jeffries wanted to back out of the agreement, then it would be taken up between Jeffries and the Union. Other testimony varied between these extremes. Upon the entire testimony I am convinced and find that Brandt made no statement at this meeting reasonably construed as acquiescence in Jeffries' revocation of U.E.S. authority. In any event, the Union's position in the matter was shortly to be defined unequivocally.

Admittedly, at no time during the meeting of the bargaining principals on March 27 when the terms of a contract were agreed upon, was the Union advised that Anderson had revoked its U.E.S. authorization, or that Anderson in the person of its president, John Anderson, was present at that meeting in any other capacity than as a member of the U.E.S. negotiating committee. At the conclusion of the meeting, Anderson, along with other members of the U.E.S. negotiating team, shook hands with the Union's representative.

The contract agreed upon at the March 27 meeting was, in due course, executed by the negotiating committees respectively of U.E.S., with the exception of Anderson who did not sign, and the Union. As was customary, the Union submitted identical copies of the master agreement thus executed to all employers who had designated U.E.S. their bargaining representative, and these employers, with the exception of four or five, including Anderson and Jeffries, executed the contracts individually.² The Union also submitted to the employers individually, according to customary procedure, union label agreements which any employer who executed a copy of the master contract could sign or refuse to sign, this being optional with the signatory employer.

Subsequent to the execution of the agreements the Union called Jeffries with respect to returning Jeffries' employees who had been on strike along with other employees of the multi-employer unit, to work. Jeffries advised Brandt that they would be returned to their jobs as work became available to them but under the terms of the contract which expired on February 1. He testified with respect to Brandt:

He said he realized that there was no contract between Amalgamated and ourselves, but

² Brandt testified that in addition to Anderson and Jeffries two U.E.S. members refused to sign the contract and that these employed only one employee each. The Union's attorney in his brief refers to five employers who did not execute the agreement.

that he hoped that we could amicably negotiate one; but that the situation was rather complicated. He would like to talk to his attorney and he assumed that I would like to do so likewise.

Brandt's version of this conversation was that Jeffries agreed to return the men to work without an agreement if they wanted to return under those conditions, but suggested that they should negotiate an agreement, to which Brandt replied that he would have to talk to an attorney. He further denied that he in any way acquiesced in excluding Jeffries from the U.E.S. contract and testified that he informed Jeffries that the latter was bound by the contract. When Jeffries took issue with him, they agreed to consult their respective attorneys.

By letter dated April 2, Jeffries suggested to Brandt that the new wage scale incorporated in the U.E.S. contract be put into effect by Jeffries "so as not to penalize" Jeffries' employees "pending negotiation of a new contract." By letter dated April 3, Brandt replied:

This is in answer to your letter to me of April 2, 1958.

We are, of course, expecting that the wage increases will be instituted in your plant as of February 15, 1958, in accordance with the negotiations just concluded.

I am puzzled by your statement that you wish to start negotiations with Local #22.

During negotiations with the Printing Industries Association, on behalf of the Lithographic Employers in Los Angeles, you advised Local #22, in writing, that the Association was bargaining for you as well as on behalf of the various other employers.

Accordingly, we must proceed on the assumption that there is no need for further negotiations, and that we may expect from you a signed contract in accordance with the terms agreed upon in the general negotiations.

There appear to have been no further meetings between Jeffries and the Union.

B. The issues; concluding findings

This is not a case whose resolution is likely to arouse enthusiasm in disinterested quarters, for no matter what turn it ultimately takes the fundamentals of good faith bargaining, ideally considered, have been abused and this is the fault, to a degree, of both parties upon whom the obligation to bargain rested.

There can be no doubt and, accordingly, I find, substantially as alleged in the complaint, that all lithographic (direct or offset) production employees of all the employers who designated U.E.S. their bargaining representative, constituted an appropri-

ate unit.³ That the Union represented a majority of such employees is not seriously challenged. Its majority status was demonstrated when substantially all employees in the said unit engaged in the strike which the Union initiated on March 20, 1958. Also, there were union shop conditions prevailing substantially throughout the multi-employer unit.

Obviously, the multi-employer unit, being appropriate, did not automatically lose its appropriateness because the Union and certain employers represented by U.E.S. engaged in negotiations violative of their obligation to bargain exclusively on the basis of the multi-employer unit. A unit is appropriate or not appropriate as a matter of law. That the Union in 1956 was certified as representative of Jeffries' employees in an appropriate unit, did not bar their inclusion in the multi-employer unit when Jeffries in 1958, with the consent of the Union, authorized U.E.S. to represent it in negotiations on a contract. The employees of each of the employer members of U.E.S. might, under appropriate circumstances, be deemed to constitute an appropriate unit, but when brought together in the multi-employer unit the obligation to bargain rested exclusively on the larger unit, for obviously there can-

³ No contention is made that the composition of the unit was inherently inappropriate, the contention being that the multi-employer unit was dissolved by conduct of the Union and thereafter employees of Anderson and Jeffries, respectively, in the same job categories, constituted individual appropriate units.

not exist concurrently two appropriate units composed in whole or in part of the same employees. Whether, as a matter of law, the multi-employer unit lost its appropriateness with respect to the inclusion therein of employees of Anderson and Jeffries, because of individual bargaining which occurred between the Union and certain members of U.E.S. during the period of the authorizations, will be considered presently.

Anderson and Jeffries, among others, having authorized U.E.S. to represent them in negotiations on a 1958 contract, surrendered their status and identity as individual bargaining principals. Thereafter, for the period of the authorization, any agreement reached between U.E.S. and the Union, was their agreement, and a contract executed by U.E.S. and the Union was their contract, and they are bound by it unless there are present here "unusual circumstances" such as the Board may reasonably be presumed to have had in mind in *Retail Associates, Inc.*, 120 NLRB No. 66A, where it spelled out in detail the bargaining obligations of individual members of a multi-employer unit.

The Respondent argues, in substance, that because of the terms of the authorizations executed by members of the multi-employer unit, the member employers were not bound by agreements arrived at between the negotiating committees of U.E.S. and the Union, respectively, but that said agreements, with respect to member employers, were merely recommendations which the employers were free to accept or reject. In support of this argument, it

points to the lack of specific language in the authorizations binding members to execute agreements arrived at between U.E.S. and the Union; that language in the authorization which provides that the authorization may be revoked after the execution of a contract between U.E.S. and the Union; and the customary procedure whereby in addition to the master contract executed by the respective negotiating committees of the parties, each employer member of U.E.S. executed an identical contract.

The authorization form speaks of a "tentative agreement" which the U.E.S. is authorized to negotiate on behalf of its members, and continues:

If the Association reaches such tentative agreement, it shall be referred to a meeting of those companies signing this authorization, and in the event a majority of said companies attending this meeting ratify its terms, the Association shall then execute a formal contract with the Union binding upon each company signing this authorization.

At the March 27 meeting of U.E.S. members, called by Miller, the U.E.S. secretary, the adoption of contract terms previously agreed upon by the Union and certain U.E.S. members individually, as the proposal of the U.E.S. itself for a contract, was recommended by the U.E.S. negotiating committee, discussed, voted upon, and ratified by a majority of those attending the meeting. While this may not have been a formal "ratification" of a "tentative agreement" within the strict wording of the authorizations, it was in effect just that, for the contract

proposal of the U.E.S. thus ratified, was in reality acceptance of Union terms, and agreement on a contract followed as a matter of course. Further, there was implied ratification when only two members attending the March 27 meeting indicated that they would revoke their U.E.S. authorizations rather than accept the terms for a contract now proposed by the U.E.S., and unequivocal ratification when all but 5 employers out of the some 46 represented by U.E.S., signed identical copies of the master contract executed by the negotiating committees of U.E.S. and the Union, respectively.

Clearly, there is nothing in the wording of the authorizations to support the contention advanced by the Respondents that agreements reached between the respective negotiating committees were merely recommendations which U.E.S. members were individually free to accept or reject; to the contrary, the clear intent is that such agreements when accepted by a majority of members were binding on all. This being the fact, the provision for the revocation of the bargaining authority after the execution of a contract, can only refer to negotiations on future or succeeding contracts, or contract renewals. Any other construction would be inconsistent with the provision making an agreement reached by U.E.S. and the Union binding on all U.E.S. members when ratified by a majority, and would make a potential farce of the entire course of bargaining on the basis of the multi-employer unit.

The fact that in addition to the master contract executed by the respective negotiating committees,

individual constituents of the multi-employer unit executed identical contracts, has little added significance unless this be considered a form of ratification within the meaning of the authorizations. Execution of a contract by the negotiating committee of U.E.S., under all applicable rules of agency was execution by U.E.S., and binding on all employers represented by U.E.S. in collective bargaining. However, the execution of individual contracts identical with the master contract is not unusual practice in multi-employer bargaining and may be considered confirmation of acceptance by the individual employer of the contract terms. As the General Counsel's representative remarked at the hearing, there are those men who choose to wear both belt and suspenders.

The fact that simultaneously with submission of the master contract to individual members of U.E.S., the Union submitted agreements for the use of union labels, does not affect the composition of the multi-employer unit as an appropriate unit, for these union label agreements were not the subject of collective bargaining apart from the negotiations on the master contract: they were made available by the Union to all employers who executed copies of the master contract, and, as previously stated, it was optional with the said employers whether or not they accepted them. Acceptance or rejection had no effect on the application of the master contract.

Coming now to the more difficult problem of the effect of the Union's course of individual bargain-

ing with employers represented by U.E.S., there is no denying that the Union violated its obligation to bargain exclusively with the duly constituted U.E.S. negotiating committee, though by coming to terms with individual employers it succeeded in breaking the impasse which brought about the March 20 strike and influenced the U.E.S. to capitulate in its opposition to the Union's proposed contract terms. The vice in the Union's action was not, it is emphasized, that it struck to break the bargaining impasse, but that it engaged in individual bargaining with employers represented by U.E.S. during a period when its obligation in law was to bargain exclusively with U.E.S. on the basis of the multi-employer unit, at that time the appropriate unit. Such action is analogous to that of an employer who when faced with a strike, in derogation of his obligation to bargain exclusively with his employees' duly designated representative, seeks out individual employees and attempts to reach an agreement with them individually for ending the strike. Such action on the part of an employer has uniformly been held to constitute a refusal to bargain. The Union, however, is not the Respondent in this action, and what we must here determine is whether its conduct provided legal justification for the action taken by Anderson and Jeffries in refusing to be bound by the contract executed by the negotiating committees of U.E.S. and the Union, respectively. Certainly, the Union was not by its improper course of action released from its own continuing legal obligation to bargain with the

U.E.S. And while the U.E.S., in view of the Union's action in making individual contracts with some five of the constituents of the multi-employer unit, might have chosen to regard bargaining on a multi-employer basis at an end, it chose instead to continue its negotiations with the Union, and the Union joined it in those negotiations and a contract was agreed upon. There was therefore at no time a mutual abandonment by the bargaining principals of negotiations on a multi-employer basis.

In order to reach the precise problem posed by the facts of this case, it is nevertheless assumed, but not found, that on being notified of the Union's course of individual bargaining with certain employer members of U.E.S., employers represented by U.E.S. who chose to do so might lawfully forthwith revoke the authorizations previously given U.E.S. to act as their bargaining representative. Such an assumption would not necessarily rest on strict rules of agency, though it might be argued persuasively that U.E.S. authorizations were obtained and given with the implied condition that the entire course of bargaining during the period of the authorizations was to be conducted exclusively on the basis of the multi-employer unit—there can be no doubt that such was the understanding—and that the breach of this obligation by individual members of the multi-employer group in connivance with the Union, defeated the purpose and implied conditions of the authorizations, whereupon the latter became revokable. A somewhat broader and more elastic basis for the assumption would be

that relied on by the Board in the Times Publishing Company case (72 NLRB 676), a decision which has never, to my knowledge been overruled or modified, wherein the Board found, in effect, that the Union, as one of the bargaining principals, created a situation in which "it would do injustice and not effectuate the policies of the Act to find a violation of Section 8 (5) of the Act" charged against the employer.

Having made the assumption that authorizations given U.E.S. became revokable when the Union and certain U.E.S. members bargained outside the multi-employer unit, we next examine the facts to determine whether Anderson and Jeffries effectively revoked their authorizations at any time prior to agreement on a contract between U.E.S. and the Union. If the answer be in the affirmative, we have to move from the assumption to a finding on its validity as a legal conclusion, but on the facts of this case I am convinced that the answer may not properly be given in the affirmative.

The revocation of an authorization such as we have here, to be effective must be timely and unequivocal and must, I think, be communicated to both parties of the bargaining compact. Anderson's revocation was timely but was not, I think, unequivocal, and was not communicated to the Union until after the contract had been agreed upon. Although Anderson's president duly informed U.E.S. that he was revoking its authority to represent Anderson further, he continued to sit, ostensibly at least, as a member of the U.E.S. negotiating committee in a meeting with the Union's committee

which directly followed the employer's meeting during which Anderson had announced his revocation, and it was at this meeting that the respective negotiating committees agreed on a contract. His testimony that he did not enter into the discussions that occurred between the negotiating committees on this occasion is accepted, but nevertheless his presence there ostensibly as a member of the U.E.S. negotiating committee was participation, and the Union, not having any information to the contrary, would reasonably assume that he was continuing as a member of the U.E.S. negotiating team. Anderson's explanation that he refrained from informing the Union of his revocation for fear of causing an uproar which might prejudice the consummation of an agreement between the Union and U.E.S., hardly explains why he was there at all if, in fact, he intended unequivocally to revoke his U.E.S. authorization. One is inclined to question whether his revocation was intended, at the time it was initially expressed, to be unconditional, or whether he might not have considered himself bound by the contract agreed upon by U.E.S. and the Union had it not contained a clause which he personally found objectionable. His presence at this meeting, ostensibly as a member of the U.E.S. negotiating committee, strongly suggests that he was playing it smart; i.e., if the contract suited him he would conveniently forget the revocation, if it didn't he would rely on it. But in any event, any bargaining principal is entitled to know with whom he is bargaining, for any change in the composition of a bargaining prin-

principal may cause a change in bargaining demands by his opposite. So far as it knew and to all appearances, at the time it reached an agreement on a contract with U.E.S., the Union was bargaining with Anderson as a constituent of the multi-employer unit. After an agreement had been reached on the basis of the U.E.S. proposal and had, in effect, been ratified by a majority of U.E.S. members, it was too late for a revocation of U.E.S. bargaining authority to be effective.

With Jeffries the case is simpler, for at no time prior to the consummation of an agreement did Jeffries unequivocally revoke U.E.S. authority to represent him in negotiations with the Union. His revocation was conditional. If the contract agreed upon suited him, he would consider himself bound; if it did not, he would consider himself not bound. Obviously, a revocation of bargaining authority to be effective must be absolute for otherwise it is no revocation at all but an attempt to modify the terms and condition the applicability of the initial authorization. The fact that Jeffries did not sign the usual authorization form but merely advised U.E.S. in writing that he was designating the latter his bargaining representative, in no sense qualifies his status as a member of the multi-employer unit, for authorization to bargain for a contract, absent express qualifications in the authorization itself, carries with it the legal obligation to be bound by whatever agreement is reached by the bargaining principals. Were it otherwise bargaining on a

multi-employer basis could be nullified at the caprice of an individual constituent.

The further argument with respect to Jeffries, that the Union in effect acquiesced in Jeffries' revocation of U.E.S. authority and agreed to negotiate with Jeffries outside the multi-employer unit, I must reject. I have found that nothing Brandt said at the meeting of March 27 when informed of Jeffries' conditional revocation of U.E.S. authority, can properly be construed as constituting a waiver by the Union of Jeffries' continuing obligations as a constituent of the multi-employer unit. Nor do I think waiver or acquiescence can be read into the fact that the Union talked to Jeffries about returning Jeffries' striking employees to work, and agreed for them to return to work in the face of Jeffries' insistence that they return under the terms of the contract between the Union and Jeffries which expired on February 1, 1958. If Jeffries was in fact bound by the contract executed by U.E.S. and the Union, there was no further occasion for his employees to remain on strike, and the terms of the U.E.S. contract would apply to him as a matter of law. I think the most that can be made of conversations occurring between Jeffries and Brandt subsequent to March 27 and prior to April 3, is that Brandt wanted to make certain of the legality of the Union's position relative to holding Jeffries bound by the U.E.S. contract, before committing himself. The Union's position was made clear in the letter of April 3 addressed to Jeffries over Brandt's signature, and it is immaterial whether

the contents of the letter were composed by Brandt himself or dictated to him by the Union's attorney. The letter stated unequivocally the Union's position in rejecting further negotiations with Jeffries and in insisting that Jeffries was bound by the terms of the master contract executed by U.E.S. and the Union. The fact that the Union took no action when in 1951 Jeffries, though having authorized U.E.S. to bargain for him, refused to be bound by its agreement with the Union, can hardly be construed as a permanent waiver by the Union of its rights as a bargaining principal with respect to Jeffries.

Without in any way condoning the action of the Union in going outside the multi-employer unit to bargain with individual employers in order to achieve its contract objectives, or the action of those employer members in violating the terms of the authorizations they had given U.E.S. to represent them in negotiations with the Union, I must find on the facts of this case that neither Anderson nor Jeffries effectively revoked their U.E.S. authorizations at any time prior to agreement on a contract by the negotiating committees of the Union and U.E.S., and that their refusals, respectively, to recognize the said agreement as binding on them as constituents of the multi-employer unit, constituted a refusal to bargain within the meaning of Section 8 (a) (5) of the Act, and, derivatively, interference, restraint and coercion within the meaning of Section 8 (a) (1) of the Act. These findings and conclusions are not properly regarded as "favoring" or

“rewarding” the Union, itself guilty of conduct flagrantly violative of the obligations that rest alike on the bargaining principals in a multi-employer unit, but as insuring, in the public interest and to the extent that we are able to within the scope of the complaint which defines and limits this action, the continued stability and effectiveness of association wide bargaining.

IV. The effect of the unfair labor practices upon commerce

The activities of the Respondents, and each of them, set forth in Section III above, occurring in connection with the operations of the Respondents described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy

It having been found that Anderson and Jeffries respectively refused to bargain with the Union by failing and refusing to be bound by and to execute the contract negotiated on their behalf by their duly authorized bargaining representative, it will be recommended that Anderson and Jeffries, respectively, execute the said contract and effectuate it according to its terms.

Upon the basis of the foregoing findings of fact, and upon the entire record, I make the following:

Conclusions of Law

1. Anderson and Jeffries are respectively engaged in commerce within the meaning of the Act and their respective operations meet the jurisdictional standards set by the Board.

2. The Union is a labor organization within the meaning of Section 2 (5) of the Act, and, within the meaning of Section 9 (a) of the Act, at all times material herein has been the exclusive representative for purposes of collective bargaining of all lithographic (direct or offset) production employees of all the employers, including Anderson and Jeffries, who designated U.E.S. their bargaining representative; the said employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. By failing and refusing to execute and abide by the terms of the contract executed with the Union on their behalf by U.E.S., Anderson and Jeffries respectively have refused to bargain within the meaning of the Act, thereby engaging in unfair labor practices within the meaning of Section 8 (a) (1) and (5) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

Recommendations

Upon the basis of the foregoing findings of fact and conclusions of law and upon the entire record in the case, it is recommended that Anderson and

Jeffries and each of them, their respective officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to execute and effectuate the terms of the contract negotiated with the Union on their behalf by the Union Employers' Section of the Printing Industries Association, Inc.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Forthwith sign the agreement dated April 2, 1958, negotiated with the Union on their behalf by their duly designated bargaining representative, the Union Employers' Section of the Printing Industries Association, Inc., and abide by and effectuate the terms of the said agreement;

(b) Post at their respective places of business copies of the notice attached hereto as Appendix. Copies of the notice, to be furnished by the Regional Director for the Twenty-first Region, shall, after being duly signed by Respondents' representatives, respectively, be posted by the Respondents immediately upon receipt thereof, and maintained by them for a period of sixty (60) days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondents to insure that said notices are not altered, defaced, or covered by any other material;

(c) Notify, respectively, the Regional Director for the Twenty-first Region, in writing, within

twenty (20) days from the date of the service of this Intermediate Report and Recommended Order, what steps the Respondents have taken to comply therewith.

It is further recommended that, unless within twenty (20) days from the date of the service of this Intermediate Report and Recommended Order the Respondents notify said Regional Director that they will comply with the foregoing recommendations, the Board issue an order requiring the Respondents to take the aforesaid action.

Dated: 10/28/58.

/s/ WILLIAM E. SPENCER,
Trial Examiner.

APPENDIX

Notice to All Employees Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Will forthwith execute and effectuate the agreement dated April 2, 1958, negotiated by our representative in collective bargaining, Union Employers' Section of the Printing Industries Association, Inc., and Amalgamated Lithographers of America, Local 22, AFL-CIO. The bargaining unit covered by this agreement is:

All lithographic (direct or offset) production employees of all employers, including the under-

signed, who designated Union Employers' Section of the Printing Industries Association, Inc., their representative for purposes of collective bargaining.

.....

Employer

Dated

By

Employer's Representative, Title

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.



[Title of Board and Cause Nos. 21-CA-3027 and 3028.]

EXCEPTIONS OF RESPONDENTS TO INTERMEDIATE REPORT AND RECOMMENDED ORDER

The exceptions of Jeffries Banknote Company, a California corporation (hereinafter sometimes referred to as Respondent) to the Intermediate Report and Recommended Order of the Trial Examiner, are as follows:

1. The Trial Examiner erred in concluding that at the meeting between the Association and the Union held on March 27, 1958, the Union did not acquiesce in respondent Jeffries' revocation of au-

thority to the Association to represent him in collective bargaining (I.R. 4, l. 61; I.R. 5, ls 1-3).

2. The Trial Examiner erred, as a matter of law, in holding that the multi-employer unit does not lose its appropriateness when the Union proceeded to bargain and execute agreements with individual members of the multi-employer group. (I.R. 6, ls 44-47.) He should have held that the Union's violation of its obligation to deal exclusively with the multi-employer group destroyed the appropriateness of the multi-employer unit, subject however, to the right of the members of the multi-employer group to reconstitute it, by affirmative action, as their bargaining agent, in which event, the appropriateness of the multi-employer unit would have been restored.

3. The Trial Examiner is in error in his statement that "there was therefore at no time a mutual abandonment by the bargaining principals of negotiations on a multi-employer basis" (I.R. 9, ls 9-10). The action of the Association first, in extending to its members, the right to withdraw from multi-employer bargaining, and second in advising the Union of the withdrawals, and the action of the Union, in recognizing these withdrawals, is evidence that both parties recognized that the multi-employer unit was abandoned, and then restored on a reduced basis.

4. The Trial Examiner erred in his finding that respondent Jeffries at no time prior to the consummation of an agreement, unequivocally revoked the

authority to the Association to represent him in negotiations with the Union (I.R. 10, ls 22-24).

5. The Trial Examiner erred in his assumption that respondent Jeffries had a "continuing obligation as a constituent of the multi-employer group" (I.R. 10, ls 46-47).

6. The Trial Examiner is in error in failing to credit fully the testimony of Jeffries concerning his conversations with Union president Brandt, during the course of which the Union representative recognized that respondent Jeffries was not bound by the newly constituted multi-employer group (I.R. 10, ls 47-62; Tr. 139).

7. The Trial Examiner erred in his conclusionary finding that respondent Jeffries did not effectively revoke his authorization to the Association at any time prior to agreement on a contract by the negotiating committees of the Union and the Association (I.R. 11, ls. 10-17).

8. The Trial Examiner erred in failing to make the following findings, among others:

(a) that when the Union violated its obligation to bargain only with the multi-employer unit, the constituent members of the unit were free to bargain individually with the Union, and the multi-employer could be restored or reinstated only by the affirmative act of the consenting members.

(b) that respondent Jeffries effectively revoked his authorization to the multi-employer unit.

(c) that the Union was advised of this revocation, that it agreed thereto, and that prior to April 3, 1958, it recognized its obligations to bargain individually with respondent Jeffries.

(d) that respondent Jeffries was not bound by the agreement made by the newly constituted multi-employer group, and that his refusal to recognize that agreement as binding, does not constitute a refusal to bargain.

The exceptions of respondent Anderson Lithograph Company, Inc. are as follows:

9. Respondent adopts as its exceptions, the following exceptions of respondent Jeffries: exceptions two (2) and three (3).

10. The Trial Examiner erred in his finding that respondent Anderson at no time prior to the consummation of an agreement, unequivocally revoked the authority to the Association to represent him in negotiations with the Union (I.R. 10, ls 22-24).

11. The Trial Examiner erred in his assumption that respondent Anderson had a "continuing obligation as a constituent of the multi-employer group" (I.R. 10, ls 46-47).

12. The Trial Examiner erred in his conclusionary finding that respondent Anderson did not effectively revoke his authorization to the Association at any time prior to agreement on a contract by the negotiating committees of the Union and the Association (I.R. 11, ls 10-17).

13. Both respondents except to those provisions of the Intermediate Report which find that they have been guilty of the refusal to bargain within the meaning of Section 8 (a) (5) of the Act, and of interference, restraint and coercion within the meaning of Section 8 (a) (1) of the Act.

14. Both respondents except to each and every provision of the Recommended Order.

15. Both respondents except to refusal of the Trial Examiner to recommend that the complaint be dismissed against each of them.

Respectfully submitted,

ANDERSON LITHOGRAPH
COMPANY, INC.

and

JEFFRIES BANKNOTE
COMPANY

/s/ By JOHN H. DOESBURG, JR.,
Attorney for Respondents.

United States of America
Before the National Labor Relations Board

Case No. 21-CA-3027

ANDERSON LITHOGRAPH COMPANY, INC.

and

Case No. 21-CA-3028

JEFFRIES BANKNOTE COMPANY

and

AMALGAMATED LITHOGRAPHERS OF
AMERICA, LOCAL 22, AFL-CIO.

DECISION AND ORDER

On October 28, 1958, Trial Examiner William E. Spencer issued his Intermediate Report in the above-entitled proceeding, finding that Respondent Anderson and Respondent Jeffries had engaged in, and were engaging in, certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter exceptions and briefs were filed jointly by both Respondents.

The Board has reviewed the rulings made by the Trial Examiner at the hearing, and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the In-

intermediate Report, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner with the following modification:

In finding that the Respondents violated Section 8 (a) (5) of the Act by refusing to sign the agreement negotiated by the U. E. S., we agree with the Trial Examiner that neither Respondent Anderson nor Respondent Jeffries unequivocally withdrew from the current multiemployer U. E. S. unit before agreement was reached with the Union on a new contract. The record shows and the Trial Examiner found that although the Union had improperly concluded separate individual agreements with some other employer-members of the U. E. S., and although Respondents knew of these individual agreements, Respondents nevertheless continued negotiating with the Union on a multiemployer basis instead of withdrawing unequivocally in favor of negotiating on a single-employer basis. In these circumstances, and despite Respondents' unwillingness to accept a clause approved by the U. E. S. majority and thus binding on all minority members as well, we find that neither Respondent had made a withdrawal from the current U. E. S. multiemployer unit. We further find that to permit an individual member-employer to qualify or reject an agreement made by the multiemployer group with which he was then affiliated would render the general and widely-recognized practice of multiemployer bargaining virtually valueless.

We are not called on in this case to decide whether, if either Respondent had withdrawn from the negotiations after the start of negotiations but as soon as it learned of the Union's misconduct and because of such misconduct, the circumstances would have been sufficiently unusual to permit such a withdrawal. Whether the Union on its part violated Section 8 (b) (3) by its misconduct in making separate individual agreements after having commenced negotiations on a multiemployer basis is not material in this proceeding.¹

Order

Upon the entire record in these cases, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that Respondent Anderson Lithograph Company, Inc. and Respondent Jeffries Banknote Company, their officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to sign the agreement dated April 2, 1958, negotiated with the Union on their behalf by the Union Employers' Section of the Printing Industries Association, Inc.;

¹ See *Masters, Mates, and Pilots (J. W. Banta Towing Co.)*, 116 NLRB 1787, set aside on other grounds in 258 F. 2d 66 (C. A. 7, 1958), where the employer's misconduct was held no defense to the Union's violation of the Act.

(b) In any like or related manner interfering with, restraining, or coercing their employees in the exercise of the right to self-organization, to form labor organizations, to join or assist Amalgamated Lithographers of America, Local 22, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Forthwith sign the said agreement;

(b) Post at their respective places of business copies of the notice attached hereto marked Appendix.² Copies of said notice, to be furnished by the Regional Director for the Twenty-first Region, after being duly signed by each Respondent, shall be posted by that Respondent immediately upon receipt thereof, and maintained for a period of sixty (60) consecutive days thereafter in conspicuous

² In the event that this Order is enforced by a decree of the United States Court of Appeals, this notice shall be amended by substituting for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that the posted copies of the said notice are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Twenty-first Region, in writing, within ten (10) days from the date of this Order, of the steps taken to comply herewith.

Dated, Washington, D. C., September 15, 1959.

BOYD LEEDOM, Chairman,
STEPHEN S. BEAN, Member,
JOHN H. FANNING, Member,

[Seal] National Labor Relations Board.

APPENDIX

Notice to All Employees: Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Will forthwith sign the agreement dated April 2, 1958, negotiated by our representative in collective bargaining, Union Employers' Section of the Printing Industries Association, Inc., with Amalgamated Lithographers of America, Local 22, AFL-CIO.

.....
(Employer)

Dated.....

By
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

United States Court of Appeals
For the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

JEFFRIES BANKNOTE COMPANY,
Respondent.

CERTIFICATE OF THE NATIONAL
LABOR RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section 102.92, Rules and Regulations of the National Labor Relations Board—Series 7, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record of a consolidated proceeding had before said Board and known upon its record as Case Nos. 21-CA-3027 and 21-CA-3028. Such transcript includes the pleadings and testimony and evidence upon which the order of the Board in said proceeding was entered, and includes also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

1. Stenographic transcript of testimony taken before Trial Examiner William E. Spencer on August 11, 12, 1958, together with all exhibits introduced in evidence.

2. Copy of Trial Examiner William E. Spencer's Intermediate Report and Recommended Order dated October 28, 1958. (Annexed to Item 4, below.)

3. Respondents' exceptions to the Intermediate Report received December 2, 1958.

4. Copy of Decision and Order issued by the National Labor Relations Board on September 15, 1959, with Intermediate Report attached.

In Testimony Whereof, the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 11th day of January, 1960.

[Seal] /s/ FRANK M. KLEILER,
 Frank M. Kleiler,
 Executive Secretary, National
 Labor Relations Board.

[Endorsed]: No. 16700. United States Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. Jeffries Banknote Company, Respondent. Transcript of Record. Petition for Enforcement of an Order of the National Labor Relations Board.

Filed: January 14, 1960.

/s/ FRANK H. SCHMID,
Clerk of the United States Court of Appeals for
the Ninth Circuit.

United States Court of Appeals
For the Ninth Circuit

No. 16700

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

JEFFRIES BANKNOTE COMPANY,
Respondent.

PETITION FOR ENFORCEMENT OF AN
ORDER OF THE NATIONAL LABOR
RELATIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to
the National Labor Relations Act, as amended (61
Stat. 136, 29 U.S.C., Secs. 151, et seq., as amended

by 72 Stat. 945), hereinafter called the Act, respectfully petitions this Court for the enforcement of its Order against Respondent Jeffries Banknote Company, its officers, agents, successors, and assigns. The consolidated proceeding resulting in said Order is known upon the records of the Board as Case Nos. 21-CA-3027 and 21-CA-3028.

In support of this petition the Board respectfully shows:

(1) Respondent is engaged in business in the State of California, within^r this judicial circuit where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act, as amended.

(2) Upon due proceedings had before the Board in said matter, the Board on September 15, 1959, duly stated its findings of fact and conclusions of law, and issued an Order directed to the Respondent Anderson Lithograph Company, Inc. and Respondent Jeffries Banknote Company, their officers, agents, successors, and assigns. On the same date, the Board's Decision and Order was served upon Respondents by sending copies thereof postpaid, bearing Government frank, by registered mail, to Counsel for Respondents.

(3) Thereafter, Anderson Lithograph Company, Inc., its officers, agents, successors, and assigns, named as Respondent in the aforesaid order complied with the provisions contained therein. The Board, accordingly, seeks a decree enforcing said order against only Respondent Jeffries Banknote

Company, its officers, agents, successors, and assigns, requiring it to comply therewith.

(4) Pursuant to Section 10 (e) of the National Labor Relations Act, as amended, the Board is certifying and filing with this Court a transcript of the entire record of the consolidated proceeding before the Board upon which the said Order was entered, which transcript includes the pleadings, testimony and evidence, findings of fact, conclusions of law, and the Order of the Board sought to be enforced.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon Respondent, and that this Court take jurisdiction of the proceeding and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceeding set forth in the transcript and upon the Order made thereupon a decree enforcing those Sections of the Board's said order which relate specifically to respondent herein and requiring Respondent Jeffries Banknote Company, its officers, agents, successors, and assigns to comply therewith.

Dated at Washington, D. C., this 3rd day of December, 1959.

/s/ THOMAS J. McDERMOTT,
Thomas J. McDermott,
Associate General Counsel, Na-
tional Labor Relations Board.

[Endorsed]: Filed December 7, 1959. Paul P. O'Brien, Clerk.

[Title of Court of Appeals and Cause.]

ANSWER OF RESPONDENT

Now comes Jeffries Banknote Company, Respondent in the above entitled cause, by its attorney, John H. Doesburg, Jr., and answers the Petition for Enforcement of an Order of the National Labor Relations Board, as follows:

1. Respondent admits the allegations contained in Paragraph 1 of the Petition.

2. Respondent admits the allegations contained in Paragraph 2 of the Petition.

3. Respondent admits that Anderson Lithograph Company, Inc. complied with the provisions contained in the Board Order. Respondent denies that said Order should be enforced against Respondent Jeffries Banknote Company because said Order is not supported by substantial evidence in the record, contains error in findings of fact, and is contrary to the established law governing cases of this nature.

4. Respondent denies that said Order should be enforced, and respectfully requests this Court to dismiss the Petition for Enforcement.

JEFFRIES BANKNOTE
COMPANY,

/s/ By JOHN H. DOESBURG, JR.,

Attorney for Respondent.

[Endorsed]: Filed January 1, 1960. Paul P. O'Brien, Clerk.

[Title of Court of Appeals and Cause.]

STATEMENT OF POINTS RELIED
UPON BY THE BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

Comes now the National Labor Relations Board, Petitioner, and pursuant to Rule 17 (6) of the rules of this Court, files this statement of points upon which it intends to rely in the above-entitled proceeding, and this designation of parts of the record necessary for the consideration thereof:

I.

Statement of Points

1. The Board properly found that respondent violated Section 8 (a) (5) and (1) of the Act by refusing to execute with the union which represented its employees a collective bargaining contract negotiated on its behalf by respondent's bargaining agent. This finding rests upon the Board's primarily factual determinations next stated.

a. Substantial evidence supports the Board's finding that the Union Employers Section of Printing Industries Association, Inc., of Los Angeles, a multi-employer bargaining association, was authorized by respondent to reach binding agreements with the Union on its behalf.

b. Substantial evidence supports the Board's finding that the Association reached agreement with the Union upon all the terms of the contract which respondent refused to execute.

c. Substantial evidence supports the Board's finding that respondent did not withdraw from the Association prior to its agreement with the Union.

2. The Board properly rejected respondent's contention that the Association no longer had power to bind its members upon the conclusion of individual agreements between the Union and several Association members.

Dated this 11th day of January, 1960.

/s/ MARCEL MALLET-PREVOST,
Assistant General Counsel, Na-
tional Labor Relations Board.

[Endorsed]: Filed January 14, 1960. Frank H. Schmid, Clerk.

Before the National Labor Relations Board
Twenty-First Region

In the Matter of:

Case No. 21-CA-3027

ANDERSON LITHOGRAPH COMPANY, INC.

and

Case No. 21-CA-3028

JEFFRIES BANKNOTE COMPANY

and

AMALGAMATED LITHOGRAPHERS OF
AMERICA, LOCAL 22, AFL-CIO.

TRANSCRIPT OF PROCEEDINGS

Hearing Room 1, Mezzanine Floor, 849 South Broadway, Los Angeles, California. Monday, August 11, 1958.

Pursuant to notice, the above-entitled matter came on for hearing at 10:00 o'clock, a.m.

Before: William E. Spencer, Esq., Trial Examiner.

Appearances: Ben Grodksy, Esq. and Sherwin C. MacKenzie, Esq., 849 South Broadway, Los Angeles, California; both appearing on behalf of the General Counsel. John H. Doesburg, Jr., Esq., 110 South Dearborn Street, Chicago, Illinois, appearing on

behalf of Respondents, Anderson Lithograph Co., and Jeffries Banknote Company. Matthew Silverman, Esq., Robinson, Silverman & Pearce, 110 East 42nd Street, New York 17, N. Y., appearing on behalf Amalgamated Lithographers of America, Local 22, AFL-CIO, the Charging Party. [1]*

* * * * *

Mr. Doesburg: No objection to the exhibits.

Trial Examiner: There being no objection to the offering of exhibits, they are received as offered.

(The documents heretofore marked General Counsel's Exhibits Nos. 1-A through 1-Q, respectively, for identification, were received in evidence.) [8]

* * * * *

Mr. Grodsky: I have caused to be marked as General Counsel Exhibit 2, a form of authorization, and this was represented to me by the Secretary of the P.I.A. that this is the form of [11] authorization which was signed by Anderson Lithograph Company. I have shown it to Counsel and he agrees that this is in fact that type of authorization. It is a blank authorization which I now offer into evidence.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 2 for identification.)

Trial Examiner: I understand it is agreed to by the Respondent.

Mr. Doesburg: Yes.

* Page numbers appearing at top of page of original Reporter's Transcript of Record.

Trial Examiner: It is received.

(The document heretofore marked General Counsel's Exhibit No. 2 for identification, was received in evidence.)

[See pages 160-161.]

* * * * *

THEODORE BRANDT

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

* * * * *

Q. (By Mr. Grodsky): Are you the president of Local 22? A. Yes. [12]

* * * * *

Q. As the president, are you a member of the negotiating team of the Local when they meet and negotiate agreements? A. Yes.

* * * * *

Q. (By Mr. Grodsky): Would you tell us how you go about—let us be more specific, how you went about negotiating the agreement which is now in effect?

A. Well, we first sent out 60-day notices and 30-day notices.

Q. To whom did you send those notices?

A. To individual Employers and a copy to the Secretary of the U.E.S. of the P.I.A.

Q. Proceed.

(Testimony of Theodore Brandt.)

A. Oh. Then, we form a committee of our local negotiating committee. We advise the Employers and they have a committee.

Q. Now, when you say you advise the Employers, whom do you advise? Do you advise each and every Employer of the composition of your committee? [13]

A. We advise the Secretary of the P.I.A.

Q. Go ahead.

A. And then meetings are set up, and we start to negotiate.

Q. Now, you say meetings were set up and you start to negotiate. Did you make arrangements about meetings? A. Yes.

Q. With whom did you make those arrangements?

A. With Mr. Fred Miller of the P.I.A., who was the Secretary of P.I.A.

Q. Where did the meetings take place?

A. Some took place in my office and some took place in the P. I. A. Office.

Q. Who represented the various Employers in those meetings?

A. Mr. Bob Orchard of the Ray Burns Lithograph Company, Mr. Les Bennett of Mission Engraving Company, Mr. John Anderson of Anderson Litho, Mr. Douglas Laidlaw of L. A. Litho. One more, Frank Miller of Western and Fred Miller of Fred Miller, Secretary of P.I.A. [14]

* * * * *

(Testimony of Theodore Brandt.)

Trial Examiner: Excuse me.

Q. (By Mr. Grodsky): Did the P.I.A. indicate that they were [15] authorized to act on behalf of some Employers? A. Yes.

Q. And approximately how many Employers did they indicate that they were authorized to act on behalf of? A. 46.

* * * * *

Q. Did they indicate in that communication who would represent this group of Employers at the coming negotiation? A. Yes.

Q. Is that the group whom you have mentioned previously, the various names of the people whom you mentioned?

A. With one exception. There was a Mr. Wolf of Cal Litho Plate who later resigned.

Q. In other words, he was in addition to the group whom you have mentioned?

A. Yes. [16]

* * * * *

Mr. Grodsky: I will now offer into evidence General Counsel Exhibit 3.

Trial Examiner: Any objection?

Mr. Doesburg: No objection. [17]

Trial Examiner: Received.

(The document heretofore marked General Counsel's Exhibit No. 3 for identification, was received in evidence.)

[See pages 162-163.]

* * * * *

(Testimony of Theodore Brandt.)

Mr. Grodsky: I propose a stipulation that Latham & Watkins did in fact represent the Association at that time.

Mr. Doesburg: So stipulate.

Q. (By Mr. Grodsky): I now show you General Counsel 4-A and 4-B, and ask you whether you have seen those letters before? A. Yes.

(Thereupon the documents above referred to were marked General Counsel's Exhibits Nos. 4-A and 4-B, respectively, for identification.)

Q. (By Mr. Grodsky): Did they in fact, did you see them, did they arrive at your office on or shortly after the date that they bear?

A. After the date they bear.

Q. Very shortly thereafter, the next day or so?

A. Yes.

Mr. Grodsky: I will offer General Counsel Exhibits 4-A and B, into evidence.

Trial Examiner: Any objection?

Mr. Doesburg: No objection.

Trial Examiner: Received.

(The documents heretofore marked General Counsel's Exhibits Nos. 4-A and 4-B, respectively, were received into evidence.) [19]

[See pages 164-166.]

* * * * *

Q. (By Mr. Grodsky): Afer you received that communication of March 14th, did the Union make any change in its position with reference to the Association? A. Yes.

Q. What was that change?

(Testimony of Theodore Brandt.)

A. We included a request for a profit-sharing plan.

Q. Before that time you had not included such a request in your negotiations with the Association?

A. Yes.

Q. Was that profit-sharing plan subsequently incorporated into the agreement which was reached which is now in effect? A. Yes.

Q. Without going into great detail, that is Section 27 of your present agreement, is it not?

A. Yes.

Q. After the March 14th date, what action if any did the Union take with reference to its continued bargaining with the companies? [20]

A. We had—we had a strike.

Q. Approximately when did the strike take place? A. March 20th.

Q. How long did it last?

A. Seven days. [21]

* * * * *

Q. (By Mr. Grodsky): While the strike was going on, did you have a meeting with the Employers which resulted in an agreement being reached? A. Yes.

Q. What was the date of that negotiating meeting? A. March 27.

Q. Were you there among the group representing the union, is that correct? A. Yes.

Q. Who was there representing the Employers; was it the same group that you mentioned earlier?

A. Yes. [22]

* * * * *

(Testimony of Theodore Brandt.)

Q. Do you recall what the major topic of discussion was at the meeting or if there were several, do you recall what they were?

A. Profit-sharing plan was the major discussion, on the profit-sharing plan.

Q. Do you recall if any of the Employers made any comment, any of the Employer representatives made any comment concerning this profit-sharing plan?

A. Mr. Anderson asked me if I would continue that strike if we didn't get the profit-sharing plan included, and I said I would.

At that point he walked away muttering, saying that I was crazy.

Q. During this meeting was anything said by any Employer representative concerning the position which Jeffries was taking, Jeffries Banknote Company was taking with reference to this profit-sharing plan?

A. Mr. Miller in substance said that if this plan was included, if this clause was included, then Mr. Jeffries would not go along, would not sign the contract.

Q. When you say Mr. Miller, to whom are you referring? There are two Mr. Millers. [23]

A. Mr. Fred Miller, Secretary of the P. I. A.

Trial Examiner: You said that in a negotiating meeting?

The Witness: Yes.

(Testimony of Theodore Brandt.)

Q. (By Mr. Grodsky): Was there any individual representative from Jeffries Banknote Company at the negotiating session?

A. Not that I can remember.

Q. Did you at that meeting reach an agreement and conclude an agreement? A. Yes.

Q. How was that agreement memorialized at that time? A. By shaking hands all around.

Q. Did you observe whether Mr. Anderson participated in this?

A. He shook hands with members of the committee, all members of the committee, including myself.

Q. Now, at the time that you reached this agreement, was the strike still in effect? A. Yes.

Q. Was anything said at this meeting concerning the strike?

A. I advised the Employers that members were standing by at a meeting to which I would immediately go and make my report and recommend that this agreement be accepted, and the members would then report back to work immediately. [24]

* * * * *

Q. I show you General Counsel Exhibit 5 for identification, and ask you if you recognize that instrument? A. Yes.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 5 for identification.)

Q. (By Mr. Grodsky): Will you describe what that is?

(Testimony of Theodore Brandt.)

A. This is the agreement between the lithographers' group of Los Angeles and the Amalgamated Lithographers, Local 22, of America.

Q. Is the one that you have in front of you the signed one? A. Yes.

Q. Is that referred to as the master agreement?

A. Yes.

Q. And on behalf of the Employers under the words, "Employers' Committee," by whom is it signed?

A. By Les Bennett, by Frank A. Miller, Robert Orchard, Douglas Laidlaw and Fred Miller.

Q. Are those the members, the Employers Negotiating Committee, about whom you testified?

A. Yes. [25]

* * * * *

Q. Now, I ask you, in the 1956 to 1958 agreement, you did have an agreement for '56-'58, is that correct? A. Yes.

Q. Did that also have a union shop provision?

A. All but the Allerton H. Jeffries Company.

Q. That is the Jefferson Banknote Company?

A. Jeffries Banknote Company, yes.

Q. The Jeffries Banknote Company in 1956 to 1958 had an individual agreement with you, is that correct? A. Yes.

Q. That you had been certified as the representative of the employees in 1956, is that right?

Mr. Doesburg: Objection.

Mr. Grodsky: I will withdraw it.

(Testimony of Theodore Brandt.)

I will ask the Board to take official recognition——

Mr. Doesburg: I don't object to your asking the question. I want you to say "who." You didn't refer to who. You said certified.

Mr. Grodsky: I would like the Board to take official notice of its own proceeding in Case 21-RC-4362, which involved a proceeding of Jeffries Banknote Company and Local 22 as a result of which the Petitioner and the Charging Party here were [27] certified as the representative of the employees in the unit described in that proceeding.

Q. (By Mr. Grodsky): I don't know if I had an answer to this question, but in your 1956 to 1958 agreement——

Trial Examiner: With the Employer Association.

Q. (By Mr. Grodsky): Yes, with the various Employers, the agreement did in fact have the union shop provision? A. Yes.

Q. In the 1956-58 negotiations, you also had a master contract signed by the committee, similar to the contract which you had signed in '58?

A. Yes.

Q. In the past, what has been your practice? You have a master contract signed, such as we have in evidence, is that correct? A. Yes.

Q. And in addition to that, you have other contracts signed?

A. We get individual contracts from——

Q. From each of the Employers? A. Yes.

(Testimony of Theodore Brandt.)

Q. And in your current negotiations involving the 1958 to 1960 agreement, you had your master contract signed, is that correct? A. Yes.

Q. In addition to that, have you received individual [28] agreements? A. Yes.

Q. You received individual agreements from almost all the Employers, we will start there.

A. Yes.

Q. And from whom have you not received individual agreements?

A. From four Employers.

Q. And two of those, of the four, are Jeffries and Anderson, is that correct? A. Yes.

Q. Who are the other two?

A. Best Printing Company and Culver City Citizen, which employed one employee each.

Q. At the time when you entered negotiations with the Association, the Association furnished you with a list of the Employers whom they represented, is that correct? A. Yes. [29]

* * * * *

Trial Examiner: Any objection?

Mr. Doesburg: No objection.

Trial Examiner: Received.

(The document heretofore marked General Counsel's Exhibit No. 6 for identification, was received in evidence.)

[See pages 169-170.]

Q. (By Mr. Grodsky): Now, at sometime during the negotiations between yourself and the committee on behalf of the Association, do you recall

(Testimony of Theodore Brandt.)

whether any representative of the Employers on the Employers' side made a statement to the effect that they were at this time representing Jeffries?

A. Yes.

Q. Do you recall what meeting that was in, and who made the statement?

A. Mr. Fred Miller made the statement, and it was about March the 18th meeting.

Q. Was that the meeting at which the Union introduced the demand for a profit-sharing plan?

A. Yes.

Trial Examiner: Let's see, that was in 1958.

The Witness: 1958.

Q. (By Mr. Grodsky): Now, before the time when Jeffries was represented by the Association, did you negotiate with Jeffries in connection with a collective bargaining agreement? A. Yes.

Q. Did you have in existence an agreement with Jeffries before this time? A. Yes.

Mr. Doesburg: Objection. Before what time?

Q. (By Mr. Grodsky): Well, before 1958?

A. Yes.

Q. When did you start negotiating with Jeffries for another agreement, approximately?

Trial Examiner: I take it the agreement that expired prior to 1958 is what you are interested in.

Q. (By Mr. Grodsky): Well, when did the agreement that you had, when did it expire by its terms? A. February 1st, 1958.

Q. When did you start negotiating for another agreement, approximately?

(Testimony of Theodore Brandt.)

Mr. Doesburg: With whom?

Q. (By Mr. Grodsky): With Jeffries.

A. Approximately 30 days before.

Q. Did you meet once or more than once with Jeffries in connection with negotiations, that is, with representatives of Jeffries Banknote Company? A. More than once.

Q. Was there any particular point of difference which created the chief difference in receiving an agreement?

A. Yes. The Union security clause, Section II. Mr. Jeffries [38] said that if I could eliminate that, he would be willing to sign a 10-year contract.

Q. Did you also—let me ask you, have any other clause which you had difficulties with Mr. Jeffries?

A. Yes, the profit-sharing clause.

Q. And you continued to meet and negotiate with Jeffries as an individual concern until you—

Trial Examiner: Until when?

Q. (By Mr. Grodsky): Until when did you continue?

A. I continued to meet with Mr. Jeffries until I received the March 14th letter which advised me that the Association would now be representing him in negotiations.

Trial Examiner: What notification was it that you had?

The Witness: Dated March the 14th. I received two notifications.

Mr. Grodsky: Those are exhibits.

(Testimony of Theodore Brandt.)

The Witness: Dated March 14th.

Mr. Grodsky: 4-A and 4-B, these two. [39]

* * * * *

Q. Mr. Brandt, directing your attention to an earlier line of testimony, you indicated that at the last meeting Mr. Miller told you, that is, the meeting of March 27th, Mr. Miller told you that Jeffries Banknote Company would not go along with the agreement if it provided a profit-sharing plan. Do you recall that? A. Yes.

Q. Now, did you agree in any way to excluding that plan from the agreement?

Mr. Doesburg: Objection. That calls for a conclusion. He can testify as to what he said.

Q. (By Mr. Grodsky): Did you say anything or what did you say to the Employer representatives with reference to that?

A. I stated that the Jeffries Banknote Company was bound by the agreement that would be reached by the committees. [41]

* * * * *

Q. (By Mr. Grodsky): Mr. Brandt, you testified that after you had the master agreement signed, you also had individual agreements signed with all but four of the Employers. Do you recall that testimony? A. Yes.

Q. Now, were all the terms of the individual contracts identical with the terms of the master contract? A. Yes. [42]

* * * * *

(Testimony of Theodore Brandt.)

Cross Examination * * * * *

Q. (By Mr. Doesburg): Yes. The first one, ten years' ago when you first negotiated, how many Employers did that contract cover?

A. Approximately 30.

Q. Approximately 30. That has increased over the 8 bargaining periods to the present, which I think you said there were approximately 46 companies, is that correct? A. Yes. [44]

* * * * *

Q. Now, would you tell us what your procedure is at the termination of an agreement or prior to the negotiations of an agreement, how do you get into negotiations with the Employers?

A. Well, we send them a 60-day notice, a 30-day notice.

Q. Wait a minute. You send a 60-day notice, and to whom do you address the 60-day notice?

A. To the individual Employers and the one copy to the P.I.A., to its Secretary.

Q. So in this particular instance you would send out approximately 46 individual notices to 46 individual Employers, and 1 to the Secretary of the Union, Employers' Section of P.I.A., is that correct? A. Approximately, yes.

Q. What do these notices in essence say?

A. This is to advise you that this agreement—I can't recall.

Q. Just the essence of it. I don't want the exact words.

(Testimony of Theodore Brandt.)

A. That we are requesting a meeting, that the contract will terminate shortly, we would like the pleasure of getting together with you for the purposes of negotiating the changes in the contract.

Q. That goes out approximately 60 days prior to the termination of the date of the agreement?

A. Yes.

Q. Then approximately 30 days before, what did you do; what [45] is the 30 day?

A. A similar letter.

Q. It is a similar letter? A. Yes.

Q. Between the 60-day notice and the 30-day notice, you don't meet with anybody?

A. We do meet.

Q. You do meet. Whom do you meet with?

A. With the representatives of the Association.

Q. How do you get in touch with them after the 60-day notice; how is that meeting arranged?

A. Through the Secretary of the P.I.A.

Q. Do you call him or does he call you?

A. I called him and he calls me.

Q. Do you remember this year whether he called you or you called him?

A. We called each other a number of times.

Q. Prior to any meeting?

A. Prior to any meeting.

Q. Do you recall whether in 1958 you started negotiations earlier than usual? A. Yes.

Q. Will you tell us the circumstances under which you started negotiations earlier than usual and how it came about?

(Testimony of Theodore Brandt.)

A. We started negotiations on September the 17th. We [46] thought perhaps by starting earlier we could conclude earlier and therefore remove any tensions that had previously been had by negotiating right up to the very last minute. [47]

* * * * *

Q. In December. Now, we have a meeting in September, October and December, is that correct?

A. I am not sure. I haven't got the records with me.

Q. Then let me ask you this question. There was a third [49] meeting, however? A. Yes.

Q. And to the best of your knowledge that was prior to January 1, 1958?

A. We had two or three meetings before the end the year. I can't recall exactly. [50]

* * * * *

Q. Now, then, when was the next meeting held?

A. I would say during February.

Q. During February. What transpired at that meeting? A. Discussed the proposal.

Q. Were any agreements reached?

A. I can't recall. [51]

* * * * *

Q. What is the reference that you just testified to that you made in the negotiations in San Francisco?

A. Well, it was common practice that Local 22 usually waited until San Francisco culminated its negotiations. The contract expires in October, the

(Testimony of Theodore Brandt.)

21st, and normally Los Angeles follows San Francisco.

Nevertheless, we were ready and willing to end our negotiations if the Employers submitted a proposal which we considered, would consider satisfactory. [53]

* * * * *

Q. Now, returning to the first of March, when was the next meeting, if you can recall, that you had with the negotiating committee?

A. During February, we had—

Q. Following the first, following the 28th of February.

A. In early March.

Q. In early March. What transpired at that meeting?

A. We came down somewhat in our demands and the Employers came up in their demands, in their proposal.

Q. Did anything else take place?

A. Outside of negotiations, I know of nothing.

Q. I mean, in the negotiations? You just stated that some proposals were changed? [54]

A. Yes.

Q. That is, that you compromised some of your demands, they compromised some of their demands; is that correct?

A. Yes.

Q. Did you add any demands?

A. After being advised that the Jeffries Banknote Company was being represented by the Association, I changed my demand then to include a profit-sharing clause.

(Testimony of Theodore Brandt.)

Q. By including a profit-sharing clause, you mean including a clause which would require Employers to participate in a profit-sharing plan?

A. Employees to participate.

Q. You are not negotiating now with employees. You are negotiating with Employers. What did this profit-sharing plan that you refer to, what did it have to do with it?

A. That Employers, that if a plant, if a lithograph plant under contract to us had a profit-sharing plan, that members of Local 22 be entitled to participate or not participate as they so wish.

Q. That demand was never made upon the Employers or any Employer in Los Angeles, until Jeffries became a part of the negotiating group, is that correct? A. Yes.

Q. Then what happened? What was the next thing that happened after that meeting? [55]

A. It was concluded and we continued to negotiate on the overall package.

Q. You mean you included it in your demands?

A. Yes.

* * * * *

Q. Then, what was the next thing that happened? A. Local 22 went out on strike.

Q. On what day was that?

A. March 20th.

Q. What was the issue of the strike?

A. Over economics, over wages and the conditions that were requested.

(Testimony of Theodore Brandt.)

Q. In other words, it was a strike to utilize economic force to break an impasse in bargaining, is that correct? A. Yes.

Q. That was on what date?

A. March 20th.

Q. You went out on March 20th. What did you then do? [56]

* * * * *

Q. Did you or your Union, to your knowledge, approach and make an agreement with any individual lithographic firm, formerly a member of this group?

A. I did not approach. No, I did not approach.

Q. Did any member of your group make an agreement? A. Yes.

Q. During the strike? A. Yes.

Q. With whom did they make an agreement?

* * * * * [57]

Q. (By Mr. Doesburg): The question is, following the beginning of the strike, with whom did your Union enter into contractual relations, or make an agreement?

A. A number of plants.

Q. Name those companies.

A. Part of the Association? [58]

Q. Yes, sir. A. Central Litho.

Q. Central Litho made an agreement. Had they formerly negotiated as part of the negotiating group? A. Yes.

Q. Who else?

(Testimony of Theodore Brandt.)

Trial Examiner: I think what we are interested in is whether they were represented at that time by the Association, or whether——

Mr. Doesburg: They were. That is the point he just answered.

Q. (By Mr. Doesburg): Is that correct, they had been represented up to the time of the strike by the negotiating committee? A. Yes.

Trial Examiner: All right, that covers it.

Q. (By Mr. Doesburg): Who else did you make an agreement with? A. Graphic Press.

Q. The Graphic Press, and had they been represented by the negotiating committee up to the inception of the strike? A. Yes.

Q. Who else did you enter into an agreement with?

A. I can't recall who else from the Association.

Q. I will ask you, did you make an agreement with the Pacific [59] Coast Lithographic Company?

A. Yes.

Q. And prior to the time of the strike, had they been represented by the negotiating committee?

A. Pacific Coast, I can't recall whether or not they were part of the Association.

Q. You don't know whether they were included in the list which you had submitted to you by the Association?

A. I can't recall if they were part of it.

(Testimony of Theodore Brandt.)

Q. Would you like at this time to refresh your memory? A. Yes.

Mr. Doesburg: Mr. Grodsky, would you let him refresh his memory from the list?

Mr. Grodsky: Yes. No. 45.

The Witness: Yes. They are part of the committee.

Q. (By Mr. Doesburg): They were up to this time negotiated by the negotiating committee?

A. Yes.

Q. Did you make an agreement with Lou & Allen Lithographic Service? A. Yes.

Q. Prior to the time that you made this agreement, had they been represented by the negotiating committee? A. Yes.

Q. Did you make an agreement with the Trade Press? [60] A. Yes.

Q. Prior to this time had they been represented by the negotiating committee? A. Yes.

* * * * *

Q. Did you negotiate with either Western or General during this period? [61]

* * * * *

The Witness: I did not meet with them, no.

Q. (By Mr. Doesburg): Did you meet with any representative of either or both of them?

A. I met with a representative of one company to discuss negotiations, discuss contract.

Q. Which company was that man a representative of? A. General.

Q. General? A. Litho.

(Testimony of Theodore Brandt.)

Q. Is it not a fact, Mr. Brandt that you came to an agreement and that agreement was communicated to the negotiating committee on the 26th of March, 1958?

A. There was a lot of discussion, and we came to an understanding, but I have had many discussions with Employers during all of this time. [62]

* * * * *

Q. Then what did they do, did they indicate, either assent or dissent?

A. It wasn't they, of course. It was one individual who said that he would recommend it.

Q. Who was that individual?

A. Mr. Paganini.

Q. Who was Mr. Paganini?

A. An Employer of the General Lithograph Company.

Q. An Employer of General?

A. I mean an owner of the General Lithographic Company.

Q. Is he an officer of the General Lithograph Company? A. I would assume so.

Q. You don't know what capacity he holds with General? A. No, I don't.

Q. But he purported himself to be a principal of the General Lithograph Company, is that correct?

A. Yes.

Q. What was the status of your discussions when you and Mr. Paganini separated on March 26, 1958?

A. That he would try to effect a conclusion or

(Testimony of Theodore Brandt.)

ending of the [64] strike by recommending a proposal that would be satisfactory on both sides.

Q. Is it not a fact that predicated upon that statement by Mr. Paganini, that you proceeded to call a meeting of the Union for the 27th of March at approximately 2 p.m. in the afternoon to ratify that understanding?

A. I can't recall if it was predicated on that or if I had received a telephone call that that meeting was to be set up. I can't recall.

Q. You called a meeting of the Union for 2 o'clock in the afternoon of the 27th of March, did you not? A. Yes.

Q. When did you call that meeting, when did you notify your people to be present?

A. I believe the day before of the 27th, the 26th.

Q. That would be the 26th, is that correct?

A. Yes.

Q. At about what time did you notify them?

A. I can't—I can't recall the time. [65]

* * * * *

Q. (By Mr. Doesburg): Now, following your meeting with Mr. Paganini, what was the next conversation that you had with any member of the negotiating committee that you have described?

A. I believe I had a telephone call from the chairman of the committee, Mr. Frank Miller.

Q. What did he say?

A. That a meeting was to be arranged for 12 o'clock on the 27th.

(Testimony of Theodore Brandt.)

Q. Did he make any reference to any settlement with any other company?

A. I can't recall that he did.

Q. Did he tell you when he wanted to meet with you?

A. Yes.

Q. When was that? A. 12 o'clock.

Q. At 12 o'clock on March 27th, 1958?

A. To the best of my memory.

Q. Was that meeting held? A. Yes.

Q. Where was it held?

A. It was held in the offices of the Printing Industry of [67] America.

Q. Who was present?

A. The Union negotiating committee and the Employer negotiating committee.

Q. The same people were present that you testified that made up the personnel of the Employers' negotiating committee? A. Yes.

Q. What took place at that meeting?

A. There was some discussion and Fred Miller then read off the proposal that—

Q. This is important. Let's have this discussion to the best of your recollection. What was that discussion?

A. Well, usually these meetings are quite excitable, and it would be very hard to remember what exactly took place.

Q. You know what subject was discussed generally, don't you? A. Yes.

Q. That isn't so long ago.

(Testimony of Theodore Brandt.)

A. No, but the general discussion was the proposal.

Q. To the best of your recollection, what was said? If Frank Miller called the meeting, who started out?

A. Mr. Fred Miller.

Q. Fred Miller, and can you recall at all what he had to say, what he said at that time?

A. He wanted to know if I had met with someone else.

Q. What did you say? [68]

A. That I didn't expect to be put on the witness stand there. I found it unnecessary to answer.

Q. Did he say someone else, or did he name an individual?

A. I can't recall whether he specifically named anybody.

Q. If he did or did not name anybody, you refused to answer, is that correct, whether you had met with anyone or not?

A. I had been meeting with many people, and I thought it unnecessary to answer.

Q. The answer is, you did not answer Mr. Miller's question, did you?

A. Yes.

Q. Yes, you——

A. I did not answer.

Q. Yes, you did not. Then what was the next thing to the best of your recollection that took place?

A. Mr. Miller said they had a counter-proposal to give us.

Q. To the best of your recollection, what was the counter proposal?

(Testimony of Theodore Brandt.)

A. Mr. Miller had a proposal and in discussing it held out the profit-sharing clause that we requested and over which we discussed and bargained during that session.

Q. In other words, he submitted a proposal which was a summary of what was discussed up to that date, minus the profit-sharing clause, is that correct?

A. Before the discussion started — Mr. — as to one, he [69] gave us this proposal when he immediately stated that if I insisted on the profit-sharing plan, then Jeffries Banknote Company would not be a signatory.

Q. In other words, you had your election; you could have the proposal of the negotiating committee, including Jeffries Banknote Company, or you could insist upon your existing proposal exclusive of Jeffries Banknote Company, is that correct?

A. I can't remember exactly how he put it, but I do know that I answered him by telling him that as far as our committee was concerned, the Jeffries Banknote Company was a part of these negotiations, and we would hold them liable. [70]

* * * * *

Q. And you took the agreement which included the profit-sharing plan which Mr. Miller had said excluded the Jeffries Banknote Company, is that not true?

A. In substance, yes. I took it with a statement that Mr. Jeffries would be responsible.

(Testimony of Theodore Brandt.)

Q. You were definitely informed that he was not responsible if you took that clause, is that not correct? A. Yes.

Q. And you accepted that proposal with the clause in it, you insisted on the proposal with the profit-sharing clause in it, did you not?

A. Yes.

Q. Now, then you left that meeting and went to a meeting of your own Union, did you not?

A. Yes.

Q. What took place at that meeting?

A. I recommended the proposal that the Employers had given us.

Q. So at that time this agreement was subject to ratification by your Union, was it not?

A. Yes.

Q. What was your procedure for securing ratification?

A. I read the proposal off to our membership, at which time [71] there was some discussion, and the members voted in secret ballot and accepted it.

Q. At that time did you advise them to return to work?

A. I advised them to return to work immediately.

Q. Did they return immediately?

A. They returned immediately. Some—they all returned immediately, but some were told there wasn't some work available, and it would be a matter of a day or two before they could go to work.

(Testimony of Theodore Brandt.)

Q. Now, by returning immediately, do you mean the same afternoon?

A. We suggested that they all go back immediately that afternoon.

Q. That would be approximately what time?

A. 3:30.

Q. Approximately 3:30. Do you know whether or not those employees returned to work at Jeffries Banknote Company?

A. They did not return to work that afternoon.

Q. Did they return—

A. They were willing to return to work. There was no work.

Q. They did not go to work? A. Yes.

Q. Did they go to work the next day?

A. No.

Q. Did you have any conversations with Mr. Jeffries with [72] regard, or any other member of Jeffries' organization, with regard to why they had not been put back to work? A. Yes.

Q. What were those conversations and with whom?

A. I spoke to Mr., to the best of my memory, I spoke to Mr. Jeffries, and as to whether or not—I spoke to Mr. Jeffries to find out when the men would go back to work.

Q. What were you told?

A. That it was a matter of not having enough work immediately, and Mr. Jeffries pointed out that he wanted to continue discussions, and I told him that I would consult with our Counsel and—

(Testimony of Theodore Brandt.)

Q. Now, is it not a fact, Mr. Brandt, that you called the Jeffries organization; you did not talk to Mr. Jeffries, you talked to Mr. Kellough, and you asked Mr. Kellough when the men would work, and Mr. Kellough informed you that he would have to consult with Mr. Jeffries. Is that not the truth, rather than what you testified to?

A. To the best of my recollection I also, I, to the best of my recollection, I had a conversation with Mr. Jeffries.

Q. Is it not a fact that you first had a conversation on the 28th of March with Mr. Kellough and Mr. Kellough told you that they did not have work available, and he would have to consult with Mr. Jeffries as to when the men could return?

A. It is possible. [73]

Q. Is it not true that you did not talk with Mr. Jeffries until the first day of April, 1958?

A. I can't recall the approximate date.

Q. Is it not a fact that at that time Mr. Jeffries informed you that he did not have an agreement, but if the men wanted to come back to work without an agreement, he would try to put them to work the following day, but at the latest the day after, which would be the second or the third? A. Yes.

Q. Is it not a fact that the men came back on the second day of April, 1958, working under the terms and conditions of the previous agreement, the 1956-58 agreement? A. Yes.

Q. And on April 1st, when you talked to Mr. Jeffries, did Mr. Jeffries not state to you that it was

(Testimony of Theodore Brandt.)

necessary now for you and he to get together to negotiate an agreement? A. Yes.

Q. Did you not say, "I understand that L, but I think I want to talk to my attorney and you probably want to talk to yours before we get together."

A. I can't remember the exact words, but I do know that I said I wanted to talk to my attorney.

Q. In essence, what I have just stated was the conversation you had with Mr. Jeffries?

A. Yes. [74]

Q. Now, upon the consummation of the agreement with the negotiating committee which I understand took place on the 27th, what is your procedure then for signing up the individual companies?

A. Our procedure is to get a master contract and then to get individual contracts.

Q. In other words, you take the master contract, as I understand it, and I believe this is Exhibit, General Counsel Exhibit 5, for the purposes of the record, and this contract is executed under the Employers' Committee by the names appearing on that exhibit, is that correct? A. Yes.

Q. Those names are Les Bennett, Frank Miller, Bob Orchard, Douglas Laidlaw and Fred Miller, is that correct? A. Yes.

Q. Now, is that the agreement with those names appearing on it the agreement which you mailed to the Employer, or do you make a facsimile signature, or do you send them out blank?

A. I believe they appear on the, the copies.

(Testimony of Theodore Brandt.)

Q. In other words, do you have them typed in, or do these people execute 47 copies?

A. The Association helps to get the contracts. They are the ones that——

Q. But when you send these contracts to the Employer—you testified you would send a copy of this agreement to the [75] Anderson Lithograph Company, is that correct? A. Yes.

Q. Would it or would it not have any signatures back on the signature sheet, and I call your attention to Page 12? A. They would.

Q. ——of the exhibit.

A. It would be in typewritten form. We would have them there.

Q. In other words, that is what I am asking. You would have typewritten signatures in where these individuals signed the original? A. Yes.

Q. Would the signatures appear in original or typewritten form? A. No.

Mr. Silverman: “These” meaning what, for the record?

Q. (By Mr. Doesburg): The Union officials.

A. No.

Q. They don't appear either in typewritten or in written form? A. No.

Q. It is blank? A. Blank.

Q. When you send it out? A. Yes, sir.

Q. To the Employer? [76]

A. No. One copy I sign myself and send to the Employer and suggest that he keep that copy, and the others send back to us.

(Testimony of Theodore Brandt.)

Q. And is Page 1 of Exhibit 5 in blank or is it filled out?

A. Page 1 is filled out as you see it.

* * * * *

Q. As you see it here.

A. The name is put up there.

Q. And who puts— A. Our office.

Q. In other words, you office then, if this were to go to the Anderson Lithograph Company, you would have typed in on the first line after the word "between" the Anderson Lithograph Company, is that correct? A. Yes. [77]

* * * * *

Q. And you sent out 47, roughly, of these, three copies to each of the 47 Employers you described as being represented by the negotiating committee?

A. Yes.

Q. And you have a covering letter which goes with this agreement? A. Yes.

Q. What, in essence, does that covering letter say?

A. Enclosed find copies of our Union Label Agreements and the agreements negotiated between the Employers and Local 22, and we request that you sign and send back to us all these agreements.

Q. And then the firm may execute in the place where it says firm name, on Page 12? A. Yes.

Q. And then returns that copy to you, is that correct? A. Yes. [78]

* * * * *

(Testimony of Theodore Brandt.)

Q. And do you include Union Label Agreements with all agreements which you send out to Employers, General Counsel Exhibit 5? A. Yes.

Q. Do all of these 47 Employers, which you have described, or 46, execute the Union Label Agreement? A. No. [80]

* * * * *

Q. So it is optional with the Employer as to whether he signs the Union Label Agreement?

A. Yes. [81]

* * * * *

Q. Mr. Brandt, at the time we took the recess we were just discussing the mailing of the contracts, General Counsel Exhibit No. 5, to each of the Employers within the group of 46 or 47 which you described, and accompanying this was the Union Label Agreement.

Was one of these, or rather, was a set of these sent to Anderson Lithograph Company?

Trial Examiner: You mean both the Union Label and the Employers' contract?

Q. (By Mr. Doesburg): Yes. The kit that he said they sent [82] out to all Employers?

A. To the best of my knowledge it was sent, it was my instruction to our office force that they be sent.

Q. At about what date were those mailed out, do you know?

A. Approximately two, approximately two weeks after negotiations had ended.

(Testimony of Theodore Brandt.)

Q. In other words, that would be subsequent to the date on which you received General Counsel Exhibit No. 7.

A. March the—did you say subsequent?

Q. Subsequent.

A. This was received previous to my sending—

Q. Previous to your sending out the agreements?

A. Yes.

Q. And to the best of your knowledge, Anderson was on that list?

Trial Examiner: What is your answer?

The Witness: Yes.

Q. (By Mr. Doesburg): Do you know whether or not Jeffries was on that list? A. Yes.

Q. Now, is this the procedure which has been followed uniformly, since the, during the eight negotiating periods which you have described you have participated in? A. Yes.

Q. Over this 10-year period? [83]

A. Yes.

Q. Now, coming back to 1956, did you have, prior to the 1956-58 contract, did you have any negotiations with the Jeffries Banknote Company?

Trial Examiner: I didn't understand that. Will you read it, Mr. Reporter?

(Record read.)

The Witness: Yes.

Q. (By Mr. Doesburg): What were they?

Mr. Grodsky: May I have it fixed in time?

Mr. Doesburg: I did. I said prior to the 1956-58 contract.

(Testimony of Theodore Brandt.)

Mr. Grodsky: I know, but I mean 1948 would be prior to 1956.

Mr. Doesburg: That is right.

Mr. Grodsky: Then I still press for the time to be fixed.

Mr. Doesburg: I am asking if he ever had any prior to 1956. His answer was yes. My question was, when were those negotiations?

The Witness: Approximately 1951.

Q. (By Mr. Doesburg): What did those negotiations constitute?

A. Collective bargaining agreement negotiations.

Q. You bargained with the Jeffries Banknote Company? A. Yes.

Q. Did you arrive at an agreement? [84]

A. Yes.

Q. Was that agreement reduced to writing?

A. Not on the part of Mr. Jeffries.

Q. Will you explain that to us, please? What do you mean? How could you have an agreement if he did not agree to it?

A. Mr. Jeffries was part of the negotiations of the Employers' Negotiation Committee, and I thought he would sign like everybody else after concluding a contract.

After the contract was concluded, he refused to sign, and I asked him a number of times to sign. He refused to sign and stated that he would fight us on that point.

We made a few more requests, I personally made requests and at one point he stated that he was

(Testimony of Theodore Brandt.)

going to see the General Counsel of the Board, who he knew very well, in Washington, that if we wanted to fight we could have it, but he was not going to sign a contract. At that point we had other problems, we just dropped.

Q. So that he never did sign any agreement with you prior to 1956? A. Yes.

Q. Now, you didn't file any charges against Mr. Jeffries in 1951, after he refused to sign, did you?

A. No.

Q. What was the next thing that you did do in connection with Mr. Jeffries in approximately 1957?

A. We petitioned for an election.

Q. You filed a petition with the National Labor Relations Board for a certification as representative of his employees, is that correct? A. Yes.

Q. Was such an election held? A. Yes.

Q. Was the certification issued? A. Yes.

Mr. Doesburg: Will you mark this as Respondent's Exhibit No. 1 for identification?

(Thereupon the document above referred to was marked Respondent's Exhibit No. 1 for identification.)

Q. (By Mr. Doesburg): I show you Respondent's Exhibit 1 for identification, dated July 23, 1956, and ask you if you have ever seen that document before? A. Yes.

Q. I ask you whether or not that is the certification and order under which you bargained with Mr. Jeffries in 1956? A. Yes.

(Testimony of Theodore Brandt.)

Mr. Doesburg: If the Trial Examiner please, I will hold this and introduce it on direct examination.

Q. (By Mr. Doesburg): Now, following this certification, what was your next contact with Mr. Jeffries? [86]

A. We negotiated a contract. [87]

* * * * *

Q. Yes. In the Fall of 1957, or the Spring of 1958, what was the first contact that you had with Mr. Jeffries with regard to [93] bargaining an agreement?

A. Mr. Jeffries was sent a 60-day notice and a 30-day notice.

Q. Similar to those which you have previously described? A. Yes.

Q. Then what happened?

A. I believe that we had one or two meetings.

Q. Have you any idea when those meetings were held? A. No.

Q. Would it refresh your recollection if I suggested to you that it might have been, that it was during January, 1958, that you held two meetings with Mr. Jeffries?

A. Yes, approximately that time.

Q. Approximately January? A. Yes.

Q. 1958? A. Yes.

Q. What took place at those two meetings?

A. We discussed the proposal and it seemed that——

Q. You are referring to the Union's proposal which you submitted to him?

(Testimony of Theodore Brandt.)

A. Mr. Jeffries gave me the impression that he would go along with whatever was negotiated by the Employer, with the exception of the Union security clause or the profit-sharing plan, and he was using the profit-sharing plan as a lever to get the Union security clause eliminated. [94]

* * * * *

Q. And again I don't remember whether you answered me, did you at that first meeting submit a proposal to Mr. Jeffries?

A. I said I could not recollect.

Q. You don't remember.

No agreement was arrived at at this meeting, was there?

A. No.

Q. And the second meeting was held?

A. The second meeting was held.

Q. Can you tell us what took place at that meeting?

A. At that second meeting Mr. Jeffries asked me to contact my Counsel and see if we couldn't come up with something different [95] in the Union security clause than what we had.

Q. Very well.

A. Mr. Jeffries said at that time that he would sign a 10-year contract if we would eliminate that clause.

Q. What did you tell him?

A. That I could not eliminate that clause, that I would try to modify it, that I would contact my at-

(Testimony of Theodore Brandt.)

torney, which I did, and I then sent him a copy of the modification.

Q. You did then prepare a modification?

A. Yes.

Q. And you sent a copy of that to him. Approximately, do you know, when that was?

A. Sometime in February.

Q. Sometime in February? A. I believe.

Q. Was anything further done after you sent him that modification?

A. Not that I can recall. [96]

* * * * *

The Witness: No. Mr. Jeffries gave me to understand that he would go along with the economic package that the Employers would negotiate.

Q. (By Mr. Doesburg): Is it not a fact that following that meeting you had no further meetings with Mr. Jeffries? A. Yes. [97]

* * * * *

Q. Now, in negotiating with the committee, did Mr. Jeffries or any member of the Jeffries Banknote Company participate following March 17th, 1958, in the so-called negotiating committee's negotiations?

A. I didn't see any representative of the Jeffries Banknote Company. [99]

* * * * *

Q. I think you testified, didn't you, I think you said Frank Miller, it wasn't Frank, but you said it was Frank Miller advised you at the negotiations on March 27th that the Jeffries Banknote Company

(Testimony of Theodore Brandt.)

was not a party to the agreement if the profit-sharing clause was included. Was that your testimony?

A. The first time that I heard that the Employers were representing the Jeffries Banknote Company was at a previous meeting when I was notified by Mr. Miller that the committee was now representing the Jeffries Banknote Company. [100]

* * * * *

Q. Then, what was the next contact you had with Mr. Jeffries?

A. The next contact I had with Mr. Jeffries was when I spoke to him over the telephone.

Q. That is the testimony that we covered this morning with reference to April 1st, is that not true?

A. And I did not speak to Mr. Kellough.

Q. Not on April 1st. Did you speak to Mr. Jeffries on April 1st?

A. Approximately that time. [101]

* * * * *

Q. Do you know approximately when the San Francisco negotiations were completed?

A. San Francisco negotiations.

Q. In 1958?

A. Sometime in February.

Q. Do you know whether it was the early part or the latter part?

A. I think it was the latter part. [104]

* * * * *

(Testimony of Theodore Brandt.)

Redirect Examination * * * * *

Trial Examiner: Do you have any objection to its receipt?

Mr. Doesburg: No objection.

Trial Examiner: Received.

(The document heretofore marked General Counsel's Exhibit No. 9 for identification, was received in evidence.) [106]

[See pages 170-171.]

* * * * *

A. Yes. This is an answer to the previous one.

Q. To the letter of April 1, which is General Counsel 9, is that correct? A. Yes.

Mr. Grodsky: I will offer that into evidence.

Trial Examiner: Any objection?

Mr. Doesburg: No objection.

Trial Examiner: Received.

(The document heretofore marked General Counsel's Exhibit No. 10 for identification, was received into evidence.)

[See pages 172-173.]

* * * * *

Q. (By Mr. Grodsky): Did you in any way indicate your consent or acquiescence to the proposal that Jeffries should not be bound by the agreement? [107] A. Absolutely not.

Q. There was testimony that you had a telephone conversation with Mr. Jeffries on April 1st. During

(Testimony of Theodore Brandt.)

the course of that telephone conversation, did the question of whether Jeffries is subject to the negotiated agreement come up for discussion?

* * * * *

Q. (By Mr. Grodsky): Yes. Would you tell us what the discussion was concerning that subject?

A. I advised Mr. Jeffries that he was bound by what both committees had negotiated, that Mr. Jeffries felt he wasn't.

At some point there we said that we would consult our Counsels.

Q. Now, in any of your discussions, either with the [108] Association or with Mr. Jeffries or any representative of Jeffries Banknote Company, did you at any time consent to the proposition that you had achieved no agreement—

Mr. Doesburg: Objection.

Trial Examiner: Let him finish his question.

Q. (By Mr. Grodsky): —with the Jeffries Banknote Company?

Mr. Doesburg: Objection.

Trial Examiner: It is a general question of whether he acquiesced.

Mr. Grodsky: That is right.

Trial Examiner: He may answer. Did you ever acquiesce in the action of Jeffries?

The Witness: Never, no, sir.

* * * * *

(Testimony of Theodore Brandt.)

Recross Examination

Q. (By Mr. Doesburg): Now, Mr. Brandt, I show you General Counsel Exhibit 10. I believe you testified that you sent that letter to Mr. Jeffries?

A. Yes.

Q. Did you ever discuss the contents of that letter with anyone? A. Yes.

Q. Who did you discuss it with? [109]

A. Counsel.

Q. Who is your Counsel?

A. Benjamin Robinson.

Q. How did you discuss it with Mr. Robinson?

A. I received a letter from Mr. Jeffries. I called Mr. Robinson.

Q. Now, you are referring to General Counsel Exhibit No. 9, the letter from Mr. Jeffries; you are referring to this letter here? A. Yes.

Q. You called Mr. Robinson, and what did you say?

A. I read the letter from Mr. Jeffries to Mr. Robinson.

Q. Did you ask him then what you should do?

A. Yes.

Q. What did he say to you?

A. That as far as we were concerned, we had negotiated a contract, that I was to send him this letter.

Q. As a matter of fact, Mr. Brandt, isn't the truth of the matter that that was the first time that

(Testimony of Theodore Brandt.)

you ever heard that Mr. Jeffries was covered by such an agreement? [110]

* * * * *

Trial Examiner: Had you ever heard before you were advised by your attorney that Jeffries was covered by the Employers' contract; do you understand?

The Witness: I would like that restated.

Q. (By Mr. Doesburg): When Mr. Robinson told you that you need not answer this, acquiesce, agree to this wage increase, that was the first knowledge that you had, wasn't it, that there was any thought that Mr. Jeffries was under the agreement which you had negotiated on the 27th?

A. Well, at the—we discussed what happened at the last meeting.

Q. Right.

A. Where I was given to understand that Mr. Jeffries would not go along.

Q. So Mr. Robinson was the one that suggested that he might have to go along, was he not?

A. Well, at that point I stated to the Employers that Mr. Jeffries was bound by what was negotiated by this committee.

Q. You stated that on the 27th?

A. Absolutely.

Q. And there were how many people present, and who were they?

A. Approximately 12 people. [111]

* * * * *

(Testimony of Theodore Brandt.)

Q. (By Mr. Doesburg): Let's get the name of each person that was present at the meeting of the 27th?

A. You want me to state them?

Q. Yes, sir.

A. From my committee there was Mr. Resnick, Mr. Art Moody, Mr. George Claremont, Mr. Henry Lehman, myself.

The Employers, there was Mr. Anderson, Mr. Fred Miller, Mr. Bob Orchard, Mr. Les Bennett, Mr. Douglas Laidlaw, Mr. Frank Miller, another representative of the Employers, but just offhand I can't remember his name.

Q. Is it your testimony that you told them at that time, approximately noon on March 27th, that you considered Jeffries covered by the agreement?

A. Yes.

Q. Very well. Now, we come back to when you read this to Mr. Robinson. What did Mr. Robinson tell you?

A. Mr. Robinson said that this was dastardly. That was his opinion of the letter. [112]

* * * * *

Q. What else did he tell you?

A. And we would answer his letter, and we did answer it.

Q. Who is "we"?

A. Or I would answer the letter.

(Testimony of Theodore Brandt.)

Q. Who is "we"?

A. Mr. Robinson and Mr. Brandt.

Q. Is it not a fact, Mr. Brandt, that Mr. Robinson dictated this letter to you over the phone?

A. He dictated it to the girl, not to me.

Q. He dictated to the girl in your office?

A. Yes.

Q. On what date was that that he dictated that letter to the girl in your office?

A. On the 3rd.

Q. On the 3rd of April, and what was the date of your conversation with Mr. Robinson at which he dictated this letter to the girl in your office?

A. On the 3rd.

Q. That was the 3rd of April? And thereupon the girl typed the letter?

A. I don't know how to type.

Q. I didn't say you typed it. Did she type it?

A. Yes.

Q. Did she put it on your desk? [113]

A. Yes.

Q. Did you sign it? A. Yes.

Q. And did you mail it? A. Yes.

* * * * *

MAX RESNICK

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows: [114]

Direct Examination

* * * * *

Q. (By Mr. Grodsky): Are you a member of Local 22?

A. Yes, sir. I have been the vice-president for the past two years.

Q. Have you also been a member of the negotiating committee? A. Yes, sir.

Q. Were you present on March 27th at the negotiating meeting at which the agreement was concluded, was reached?

A. Yes. Up at the P.I.A. Building. [115]

* * * * *

Q. Will you tell us as to the best of your recollection what was said at that negotiating meeting, and by whom, if you recall?

A. Well, at the time when the profit-sharing statement come up and Fred Miller made the statement that if that was included in the contract, Mr. Jeffries wouldn't, wouldn't go along with it.

Mr. Brandt got up and made the statement that he would have to abide by anything that was settled in this room.

Q. When you say he would have to abide, who do you mean?

(Testimony of Max Resnick.)

A. Well, Mr. Jeffries. Jeffries Banknotes Company. They were obligated to follow what the negotiating committee of the P.I.A. had negotiated.

Q. Did you have any conversation with any representative of Jeffries Banknote Company after the agreement was reached? A. Yes, sir.

Q. When did you have such conversation? [116]

A. March the 28th.

Q. With whom did you have the conversation first?

A. Well, I saw Tommy Kellough at 9 o'clock on Friday morning.

Q. What was the conversation between you and Mr. Kellough?

A. Well, I went down to see Tommy Kellough because all our men had reported into work and the foreman of the floor said that there was no work, that we should all go home, and so I went down to see Mr. Kellough and told him now that the contract had been concluded with the negotiations committee and the Employers that it is up to the firm to see that the men got to work as quickly as possible.

Mr. Kellough told me that at that time that he couldn't tell me one way or the other, that I would have to see Mr. Jeffries, and I was told to call back there and make an appointment with Mr. Jeffries.

Q. Did you see Mr. Jeffries?

A. Yes, sir. I called back and got an appointment with Mr. Jeffries that same day.

(Testimony of Max Resnick.)

Q. Approximately what time did you see Mr. Jeffries?

A. I would say the approximate time of that interview would be about 11:15 in the morning.

Q. On what day is that again?

A. That was March 28th.

Q. Who was present at the time of that interview?

A. Mr. Jeffries and myself. [117]

Q. Will you tell us what he said and what you said?

A. Well, I went over to see—the same thing that I went over with Mr. Kellough in the morning. I told him that now that the contract had been concluded with the Association, I thought it was up to them to get the men back in the plant as soon as possible, and not only the men would benefit but also the concern, and at that time Mr. Jeffries said that due to the lack of work, why, they couldn't put the men on immediately, but they would be notified when to come back to work.

Q. Is that all of the conversation that you can recall at this time?

A. Outside of talking about the Brooklyn—I mean Los Angeles Dodgers.

Q. At that time by whom were you employed?

A. Jeffries Banknote Company.

Q. Have you had any contact with any representative of the company with reference to this matter since that date, that is, since March the 28th?

A. Do you mean management?

(Testimony of Max Resnick.)

Q. Management.

A. Or people at work?

Q. Management. A. No, sir.

Q. Were the men subsequently called and told to come back by the company? [118]

A. Yes, sir. I think the men all went back to work on Wednesday, April the 3rd.

Mr. Grodsky: No further questions.

Cross Examination

Q. (By Mr. Doesburg): Do you know, were you working there on April the 3rd?

A. Yes, sir.

Q. At the time that they went back to work, do you know whether or not they went back to work under the terms of the 1958 agreement, or the '56 agreement?

A. We went back under the old terms.

Q. Under the '56 agreement?

A. Yes, sir. [119]

* * * * *

Q. (By Mr. Doesburg): Let's see if I have your quotation correctly. What was it you said Mr. Brandt said on March 27th with reference to Jeffries?

A. That he would have to abide by the negotiating committee.

Q. He would have to abide by the negotiating committee? A. Agreement.

Q. Or he would have to abide by the agreement?

(Testimony of Max Resnick.)

A. The agreement. This was settled up at the P.I.A. Building.

* * * * *

Q. When you saw Mr. Jeffries, I think you testified that Mr. Jeffries said that he couldn't use the men right at the present [124] time, that the work was farmed out, but that he would be in touch with you; is that what you said?

A. No, sir. I said that he would get in touch with the men that were working upstairs.

Q. He would get in touch?

A. He would either call them or have them called by telephone or wire them.

Q. Do you know whether or not Mr. Jeffries did that?

A. To the best of my knowledge I believe they all received a wire.

* * * * *

Mr. Grodsky: I will offer to stipulate with Counsel if he wishes that the text of the wire was as follows:

"Glad to advise you that work will be available Tuesday, April 1. Please report regular shift-time. Previous work conditions are in effect pending negotiations for new contract. Signed, Al Jeffries."

Trial Examiner: Does Counsel accept the [125] stipulation?

Mr. Doesburg: Yes. [126]

* * * * *

ALLERTON H. JEFFRIES

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

* * * * *

Q. (By Mr. Doesburg): Are you employed by Jeffries Banknote Company? A. Yes.

Q. In what capacity?

A. President. [128]

* * * * *

Mr. Doesburg: At this time I would like to offer into evidence Respondent's Exhibit No. 1 for identification.

Mr. Grodsky: No objection.

Trial Examiner: Received.

(The document heretofore marked Respondent's Exhibit No. 1 for identification, was received in evidence.) [129]

[See pages 173-174.]

* * * * *

Q. (By Mr. Doesburg): Then, following the election, Mr. Jeffries, what was the next that you heard from Mr. Brandt?

A. Several days later Mr. Brandt called and suggested that we get together to discuss the contract.

Q. Did you get together and discuss a contract?

A. I did.

Q. Did that result in an agreement?

A. It did.

(Testimony of Allerton H. Jeffries.)

Q. I show you Respondent's Exhibit No. 2 for identification, and ask you whether or not that is the agreement? A. That is. [130]

* * * * *

Q. Prior to the 1st of February, 1958, did you have any conversations or negotiations with Mr. Brandt? A. I did.

Q. Will you tell us what they were?

A. With Mr. Brandt or representatives of the Union?

Q. Either one.

A. Either Mr. Brandt or Mr. Carlson telephoned, suggesting that we get together for preliminary discussions prior to the expiration of the contract, and Mr. Brandt was out of the city for—Mr. Carlson came in and Mr. Kellough of our office and Mr. Carlson discussed briefly the renewal or the possibility of our getting together for the negotiation of a new contract, and we both agreed that we hoped we could do so amicably. [132]

* * * * *

Q. Following this meeting, what was the next thing that took place?

A. During the month of January, after Mr. Brandt returned, he phoned and asked if he could come over and discuss further negotiations for a new contract, which he did at that time, just Mr. Brandt and myself were present.

I told him of my feeling regarding the Union shop clause in the contract, which he well knew. He said he would discuss the matter with the Amal-

(Testimony of Allerton H. Jeffries.)

gated General Counsel and see what he could do regarding the situation.

Q. Was that all that took place at that meeting?

A. Some discussion was held on our profit-sharing plan and I reiterated our stand as far as that is concerned.

Q. Then, did you adjourn to a further date, set a date or——

A. Mr. Brandt said he would get in touch with me further after he had had a chance to discuss the Union shop clause in the proposed new contract with General Counsel.

Q. Was any reference made at that time to negotiations in San Francisco?

A. I asked Mr. Brandt how the negotiations were getting along with the local Employers' group, and the Union, and he [133] said they had been suspended, pending the outcome of negotiations in San Francisco.

Q. When was the next time that you got together with Mr. Brandt, or what was the next you heard from Mr. Brandt?

A. The next I heard from Mr. Brandt was about three days prior to his instruction to his members not to work overtime.

He telephoned me to say that he had received from his General Counsel a proposed modification of the area or the contract which they were discussing with the Union Employers' group, and if we would agree to that he would not call our people out on strike.

(Testimony of Allerton H. Jeffries.)

I asked him to mail that to me so that I could look it over.

Q. Did he mail it to you? A. He did.

Q. What was the next thing that happened?

A. The next thing that happened, several days later he informed our employees not to work overtime. [134]

* * * * *

Q. Then, what was the next thing that you did?

A. In view of the fact that they had called a strike on the Employers, which I thought was completely unjustified, we decided that we would join the Union Employers' group, which we did so by sending a letter of authorization to them and also notifying the Union that the Union Employers' Section of P.I.A. would represent us.

Q. Did any official of the company serve as a member of that negotiating committee?

A. No.

Q. Was that notification in the form of General Counsel Exhibit No. 4-A and 4-B, which have been introduced here into evidence?

A. No. It was a letter which I wrote directly to Mr. Brandt and also to the Union Employers' Section.

Q. I show you General Counsel Exhibit 4-B, and ask if that is the letter which you sent to Mr. Brandt? A. Yes.

Q. Advising him. That is what you had reference to as to the notification? A. Yes.

(Testimony of Allerton H. Jeffries.)

Q. Notifying them you had joined with them. Did you have any further meetings with Mr. Brandt? A. No. [135]

* * * * *

A. I attended the meeting with the rest of the Employers, the meeting called the morning of March 27th prior to the final meeting of the negotiating committee of both groups.

Q. Will you tell us what took place at that meeting?

A. I was late in getting there, but the substance of the meeting was that the negotiating committee had been notified that Western Lithograph Company and General Printing Company had agreed to the terms of a contract with Mr. Brandt of the day previous.

The Employers were all notified to that effect.

Q. Would that be March 16th, 1958?

Mr. Grodsky: 26th.

Q. (By Mr. Doesburg): Or March 26th?

A. March 26th, yes. There was quite some discussion regarding the thing. A vote was taken as to whether the Employers would go along with the negotiating committee. The majority voted to go along with the negotiating committee.

Frank Miller, who was chairman of the committee, stated that any of the Employer members who had previously signed an authorization for the Employers' group to represent them, could withdraw from their, could withdraw their authorization by

(Testimony of Allerton H. Jeffries.)

notifying the Employers' Committee that they would do so.

Q. Do you know whether or not Mr. Anderson then notified the company of any action on his behalf? [136]

A. It is my understanding that he did.

Q. You didn't see him do it? A. No.

Q. Did you notify the committee that you would not, would or would not, go along?

A. We did.

Q. How did you notify them?

A. Mr. Dale Magor, our vice-president, told Frank Miller, the secretary of the Union Employers' Section, that we would not go along.

Q. Thereupon, did you remain at the meeting?

A. No, I left.

Q. Were you present at any other meetings held on March 27, 1958? A. No.

Q. What was the next that you knew of any negotiations between the committee and the union?

A. Well, I guess the next I knew was the following morning, when I came into the office. Tommy Kellough told me that Max Resnick had been in to notify him that the negotiations had been concluded and that the employees wanted to come back to work.

Q. Did Mr. Kellough say anything that he had said in response thereto?

A. He told Mr. Resnick that all of our work had been farmed out, that we consequently had no work in the plant at the [137] present time, and

(Testimony of Allerton H. Jeffries.)

that he could talk to me if he wanted to regarding the situation, which he subsequently did, as he has testified.

Q. When was that conversation with Mr. Brandt?

A. Well, this is a conversation with Mr. Resnick.

Q. With Mr. Resnick. You had a conversation with Mr. Resnick?

A. That's right. That was Friday morning, the 28th.

Q. What did he say to you, and what did you say to him?

A. Mr. Resnick said that the negotiations had been concluded, that the men would like to come back to work.

I told Max that we would like to have them come back to work as soon as we had some work for them to do. However, we did not have a contract with the Union, and I didn't know whether or not Brandt would allow the men to come back to work under the circumstances.

Q. What did he say?

A. He wanted to know how we were getting along collecting money to the Dodger Baseball Team within the election.

Q. Was that the end of the conversation?

A. Yes.

Q. Did you subsequently talk with Mr. Brandt?

A. I came into the office on Monday morning, and Mr. Kellough said that Mr. Brandt had tele-

(Testimony of Allerton H. Jeffries.)

phoned him regarding the men coming back to work and Mr. Brandt wanted to talk with me.

Q. What did you do? [138]

A. I, as I recall, you came in to town that day, and I picked you up and we had lunch and came back to the plant and I telephoned Mr. Brandt and Mr. Brandt said he would like to have the men go back to work as soon as possible because they needed the work.

I explained the situation to him and all of our work had been farmed out, that we had nothing available. However, we would put them back to work.

Q. Take it a little slower, because the Reporter has to get all of this, and you are going pretty fast.

A. That we would put them back to work as soon as we could and I assume that his requesting me to put the men back to work meant his acquiescence to the fact that they go back to work without a contract.

He said he realized that there was no contract between Amalgamated and ourselves, but that he hoped that we could amicably negotiate one; but that the situation was rather complicated. He would like to talk to his attorney and he assumed that I would like to do so likewise.

Q. Was there anything further in that conversation said by either of you?

A. Not that I recall.

Q. Following this conversation with Mr. Brandt, did you notify the men to return to work?

(Testimony of Allerton H. Jeffries.)

A. We did. [139]

* * * * *

Q. Following their return to work, did you address any communication to Mr. Brandt with regard to changing the conditions of employment?

A. I did. We had never objected to the increased wage scale which they wished to put into effect, so I wrote Mr. Brandt a letter requesting that, or suggesting that we put the new wage scale into effect so as to not to penalize the men, pending our negotiation for a new contract; but asking him to stipulate that we do so without prejudice to anything we might negotiate.

Q. I show you General Counsel Exhibit No. 9 and ask you whether or not that is the communication which you have just described?

A. It is. [140]

Q. Did you receive a reply from this communication?

A. I received a reply from him, but not in answer to the wage question which he didn't mention in his letter. I have forgotten the contents of the letter which I received from him, other than the fact that he omitted to mention anything about the wages.

Q. I show you General Counsel Exhibit No. 10, and ask you whether or not you recognize that as the reply? A. Yes. [141]

* * * * *

(Testimony of Allerton H. Jeffries.)

Q. So that you have, following your second letter, you have had no further conversations with, or correspondence with, Mr. Brandt? A. No.

Q. Has he at any time asked you to meet with him— A. No.

Q. For the purpose of bargaining?

A. No.

* * * * *

Q. I show you General Counsel Exhibit No. 2, and ask you whether or not you have executed such an authorization? A. No.

Q. Did you ever hear from Mr. Brandt or any other source the statement that you were included within the scope of the negotiations contained in General Counsel Exhibit No. 5, other than the letter of April 3rd which you received from Mr. Brandt?

A. No.

Q. That was the first notification that you had received from him to that effect? A. Yes.

Q. The next thing that you knew was this procedure, the charge in this proceeding? [142]

A. Correct.

Mr. Doesburg: That is all I have.

Cross Examination

Q. (By Mr. Grodsky): Mr. Jeffries, were you familiar with the terms of the authorization that Employers sign, authorizing the Association to represent them?

A. I have never seen a copy of it, no.

* * * * *

(Testimony of Allerton H. Jeffries.)

Q. (By Mr. Grodsky): Now, I show you a copy of your letter of March 14th, which is General Counsel Exhibit 4-B, and did you at that time advise the Union that you had authorized the Association to represent you?

A. Yes, sir, I did by this letter.

Q. Did you know the scope of your bargaining agent's authority? A. Yes.

Q. Did you know that your bargaining agent customarily had the authority to represent you until after an agreement had been executed? [143]

A. As I remember, I was told by Fred Miller, the Secretary of the U.E.S., we could withdraw any time we so notified the Union and the U.E.S.

Q. You didn't notify the Union of any limitation of the authority of the bargaining agent, did you?

A. We did at the final meeting, yes.

Q. You weren't present when the Union was notified?

A. No, but the chairman was so notified and in turn he so notified the Union Employers' Committee.

Q. Now, were you represented by the Employers' Committee at the time when the strike was called?

A. Yes.

Q. How long had you been represented by them before the date that the strike was called, if you recall?

A. Only a few days. I think this letter to the Local, advising them of our designation of the

(Testimony of Allerton H. Jeffries.)

Union Employers' Section, is dated March 14th. I believe the strike was called about a week later, three or four days' later.

Q. Do you recall why, or was there any economic pressure put on you by the Union immediately prior to your designation of the Association as the bargaining representative? A. Yes.

Q. What was the nature of that?

A. Instructing our employees to refuse to work any overtime.

Q. Was that the same day or the day immediately preceding the [144] time when you decided to be represented by the Association?

A. When the Union applied that economic pressure is when we decided to join the Union Employers' group.

Q. Now, after the meeting of the Employers on March 27th in the morning, did you give a written authorization to the Employers' Association, or did you in writing withdraw your authorization which previously had been given? A. It was verbal.

Q. It was verbal.

Trial Examiner: What was the nature of your authorization? Was it verbal, also?

The Witness: Our original authorization was in writing. The chairman of the negotiating committee for the Employers made the announcement that after these two other firms had negotiated separately with Mr. Brandt, that any of the Employers represented at the meeting could withdraw by

(Testimony of Allerton H. Jeffries.)

just stating, just notifying the negotiating committee of the Employers' group. [145]

* * * * *

Q. (By Mr. Grodsky): Do you recall in the Employers' meeting of March 27th, in the morning, whether you withdrew from the Association, or was your withdrawal contingent upon them not securing a satisfactory agreement. Do I make myself clear?

A. Well, yes, but it is a little broader than that. We have never been a member of the Union Employers' Section of Printing Industry's Association, so it wasn't a question of withdrawing from the Association.

All we were doing was withdrawing our authorization for the Employers' negotiating group to represent us in bargaining.

Q. Now, then, I will rephrase my question. [148]

Did you absolutely and unequivocally withdraw your authorization for the group to represent you at that time, or did you only withdraw it on the condition that they could not get a satisfactory agreement and you agreed to be bound by the action of the group if they could reach a satisfactory agreement?

A. I left the meeting early because I had another meeting scheduled, and I told Mr. Magor, our vice-president, that we were going to withdraw our authorization for the group to represent us any further because of what had transpired.

Mr. Magor in turn passed the information on to Mr. Douglas Laidlaw, who acted as chairman of

(Testimony of Allerton H. Jeffries.)

the Employers' group after Frank Miller, the previous chairman, had resigned; and in the transmittal of the message, Mr. Magor said to Mr. Laidlaw that he thought Jeffries might go along if the profit-sharing plan was not included in the final agreement. [149]

* * * * *

JOHN ANDERSON

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

* * * * *

Q. (By Mr. Doesburg): Are you a member of the Union-Employers Section of the Printing Industry of America? A. I was. [155]

* * * * *

Q. Will you tell us how those negotiations are conducted?

A. The prior negotiations, I have not got much idea of how they were. Of course, the recent ones were the first time I was on the negotiating committee, for the first time.

Do you want me to describe the——

Q. I will ask a question, sir.

By "the first time," you mean the negotiations which transpired in 1957 and 1958?

A. Yes. [156]

* * * * *

(Testimony of John Anderson.)

Q. Very well. Will you tell us the events which transpired beginning along with your meetings with the Union in March, 1958?

A. Well, we kept coming closer by exchanging agreements, coming closer to a settlement. It seemed to me, as a member of [157] the Negotiating Committee, that they came down, we came up; we were, I thought on the way to approaching a San Francisco settlement.

* * * * *

A. And I think it was approximately a week prior to the strike being called, the Union called sanctions as eliminating all overtime; that is, the men were not allowed to work any overtime, and then we had a final meeting where we couldn't come to an agreement, and the Union called a strike.

Q. That was approximately when?

A. I am not too sure; somewhere around March 17th, or that area.

The strike was going along; we had no further meetings with the Union. It was proceeding as strikes do proceed; pickets, et cetera, and the next thing I know was a call for a meeting at approximately ten to ten-thirty a.m. in the Printing Industries Offices. This date, I believe, was March 27th, was it? [158] I mean, it has been brought up here before.

And the Union at that time had typewritten terms, I mean, as to what a settlement was purported to be.

This is all I can say here; I am under oath. Pur-

(Testimony of John Anderson.)

ported to be a settlement of Western and Central that they had made with them, and this was supposed to be a pattern.

Q. This was a report made to your committee, is that correct? A. Yes.

I must state at this time that prior to this, at the Employers' meeting, when I had questioned Mr. Youngquist of General Printing closely as to their intent; in other words, witnesses were there to bear me out, I asked Mr. Youngquist whether he was definitely committed to an agreement with the Union, or could he still back out.

Q. Was this about that time?

A. Yes, ten-thirty, eleven o'clock.

Q. On the 27th of March?

A. Yes, and I wanted him to publicly state this for the benefit of the rest of the association members who were there that belonged to the group, so they would know where they stood and not hearsay, and he stood up and said that his company was definitely committed to this agreement that had been read over by Mr. Miller, Fred Miller, as the terms of settlement.

At that time, Mr. Miller—prior to that had said that anyone wishing to revoke, considering the defects of those two [159] large firms had broken up the whole shebang, that anyone who wished to revoke their authority should sign and state that they wish to revoke, of which I was one that did at that time.

(Testimony of John Anderson.)

Q. You then indicated to the group that you revoked your authority?

A. Yes, and that I would not in any caucuses which we held subsequently, I would not have any say; I would not vote on any of the issues, and did not care to, because I had told them then that I had revoked, and should not have anything more to say about the settlement.

Q. What was the next meeting that was held?

A. There wasn't much time. Things, as Mr. Brandt said yesterday, were quite excitable. The employers walked out, and the Union Negotiating Committee walked in.

Q. Were you present at the meeting between the Union Negotiating Committee and the Employers Negotiating Committee? A. Yes.

Q. What took place?

A. Well, the terms were brought out, and I think there was a typewritten sheet that members of the Employers Negotiating Committee had that was furnished to them. I do not know who furnished it, frankly, it may have been from Mr. Brandt, of the terms of settlement. At that time—I hope my memory is right—this is the first time I personally knew of the added clause pertaining to the profit-sharing plan. This had not, [160] to my knowledge, that I remember, ever come up in the six months of negotiation prior to this time and, well——

Q. Let me ask you this: Who acted as chairman on behalf of the employers at this time, do you remember? A. Douglas Laidlaw.

(Testimony of John Anderson.)

Q. He acted as spokesman with the Union?

A. Yes.

Q. Can you tell us, then, what took place?

A. Well, to tell you the truth, I spent an awful lot of time just looking out the window; I walked away from the table. It was kind of like a Dunkirk to me.

Q. Just tell us what took place, Mr. Anderson.

A. The thing was settled; in other words, there was agreement that the Union-Employers group accepted the terms that the Union had laid down. That is just about it.

Q. Was there any reference made at that meeting to the Jeffries Banknote Company?

A. Yes.

Q. What reference was made?

A. Mr. Laidlaw took the position that if that clause was the profit-sharing clause, the Jeffries Banknote Company could not go along with it.

Q. Did Mr. Brandt respond to that statement?

A. The best of my recollection, he did.

Q. What did he say? [161]

A. He said the clause would stay in.

Q. That was all?

A. That is about what I remember. As I say, I was wandering around quite a bit, but I do remember that he didn't accede to the clause coming out.

* * * * *

Q. Prior to the negotiations which you now have just described, specifically 1956, after negotiation,

(Testimony of John Anderson.)

Did you receive an agreement in similar form to General Counsel's Exhibit No. 5?

A. Yes, I did.

Q. Was that after negotiations had been consummated? A. Yes.

Q. Did you then execute that agreement?

A. Yes. [163]

* * * * *

Cross Examination * * * * *

A. Mr. Miller notified Mr. Brandt that the Culver Citizen News had revoked, and Mr. Brandt, somewhat like myself, can blow his top pretty easily, and he got to a boil, and I looked at Miller—and he will bear me out—I said, “Don’t tell them about me, or that will blow this whole thing up.” I thought that was the best thing with the Union meeting at two o’clock, and this meeting was already into a quarter to one about blowing this thing up, and getting Brandt all steamed up again—Miller will bear me out—I said, “You better not mention this now.” It is that simple.

Q. (By Mr. Grodsky): In other words, did you not want—you didn’t want to jeopardize the negotiations, is that it?

A. For my fellow members, yes.

Q. You felt that if this were known to Mr. Brandt, it might affect the action he might take with reference to negotiations?

(Testimony of John Anderson.)

A. I am afraid so, yes.

Q. Did you sign a written document to indicate that you resigned? A. Yes. [166]

* * * * *

Q. At the meeting at which you were present, at the employers' meeting in the morning, when, you say, you announced that you would not be bound, did any other employer representatives announce that they did not wish to be bound by the Association bargaining?

A. This was not an announcement. It was never announced, sir, to the general meeting. It was a signed, it was a pad left there to be signed; no one knew who signed it. [169]

Q. Was it just one signature to a page, or was it—— A. No.

Q. Or was it a group of signatures?

A. "These signatures hereby revoke," or whatever it was.

Q. It was in the form of a petition?

A. There were two others besides myself.

Q. Who are they, if you recall?

A. One was scratched out. The other was Culver Citizen News.

* * * * *

FREDERICK L. MILLER

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Doesburg): Will you please state your name and address?

A. Frederick L. Miller, 1434 West 12th Street, Los Angeles.

Q. By whom are you employed?

A. The Union Employers Section of the Printing Association.

Q. In such capacity, what are your duties?

A. As Union Employers Section, my work involves the negotiation and the administration of labor contracts affecting the printing trades. [170]

Q. For how long have you been so employed?

A. Two years.

Q. Calling your attention to September of 1957, will you tell us the events leading up to the formation of a Negotiating Committee?

A. Well, prior to September, 1957, I had discussed the forthcoming negotiations with Mr. Brandt. At that time, he pointed out to me that perhaps it would be advisable that we commence negotiations before the re-opening dates of the contract, which would be December 1st of 1957.

He called my attention to the fact that in some previous negotiations, considerable pressure and tension had built up as they approached the expiration date of the contract, and he felt that it would

(Testimony of Frederick L. Miller.)

probably make for more peaceful negotiation if we commenced at some point prior to September 1, 1957.

I discussed this matter with the Negotiating Committee, and they felt there was some merit in what Mr. Brandt said, and we felt that the Union and the Employers would meet on September 17, 1957, at which time we would commence negotiations.

Q. Was such meeting held?

A. Such meeting was held at the headquarters of the Union.

Q. Will you tell us what took place?

A. There was an exchange of proposals by the parties. The initial meeting was not too long. A brief discussion was held. [171] We had asked the Union at that time to give us a sort of summary to their reasons for asking the changes in their proposal.

The Union in their turn asked us to explain the reasons why we had asked for the changes enumerated in our proposal.

I think that was all that was accomplished at the first meeting.

Q. Approximately how long was it before another meeting was held?

A. I do not have any record of the dates of the meeting. I should imagine that it was probably within two weeks that the second meeting between the parties was held, and we continued to meet at intervals thereafter.

(Testimony of Frederick L. Miller.)

At one point in the negotiations, we agreed to suspend further meetings. It was the feeling then of the employer group that due to the prolongation of the negotiations in San Francisco that Local 22 was unable to reach any sort of definite bargaining position, and pending clarification of the San Francisco negotiations, we felt that no headway could be made in trying to reach a settlement with Local 22.

I think Mr. Brandt disagreed with that statement; he said he was willing to negotiate a settlement with us, but it was the feeling of the entire employer group that until the San Francisco situation clarified, that Local 22 could not be serious as to the final terms of a settlement.

Q. Approximately when was the San Francisco settlement made? [172]

A. Approximately March 10th.

Q. Did you then meet again with Local 22?

A. Well, we had met with Local 22 prior to the settlement in San Francisco because in February, when we had made a wage offer to the Union of 8 cents an hour, that was five months after negotiations had passed. At that time, the Union package to the Employer had been revised, but after revisions, it still represented a package cost of 80 cents an hour, which we felt was outlandish, and certainly, no settlement could be reached on the basis of a proposed 80-cent package. [173]

* * * * *

Q. (By Mr. Doesburg): Mr. Miller, if you can in these cases, we would like to have it was re-

(Testimony of Frederick L. Miller.)

ported by whom and approximately when. We are attempting to show here a motive for action, your action and the Negotiating Committee's action.

A. I do not think I can recall at this date who informed the Employer or the Negotiating Committee that at least four companies had entered into a private understanding with the Union. I have the names of the companies. I also can testify that a copy of the memorandum agreement arrived at between the Union and one of those companies was given us.

Q. Which company was that? [175]

A. I think it was Central Litho.

Q. The memorandum agreement was presented to the Negotiating Committee? A. Yes.

Q. Proceed.

A. When this information was given the Negotiating Committee, the matter was referred to the attorneys that private negotiations were being conducted by Local 22 with companies that we had authorizations from, and the attorneys then addressed a letter to Local 22 that these companies were being represented by the Union Employers Section, and such private negotiations should cease.

Q. Are you referring in that to the communication, General Counsel's Exhibit 3? A. I am.

Q. Proceed.

A. The next information that I received of individual negotiations taking place between the Union and other companies came as a result of a telephone call I received while I was at my home, approxi-

(Testimony of Frederick L. Miller.)

mately 4:30 in the afternoon of March 26th. I was asked to be present at an emergency meeting of the Negotiating Committee at five o'clock. I attended this meeting along with other members of the Negotiating Committee with the exception of John Anderson, who, I believe, could not attend. All others were there. [176]

Q. Where was this held?

A. Out on La Cienega Boulevard; the Tail O' the Cock.

Q. Is that a public restaurant? A. It is.

Q. Proceed.

A. Shortly after I had arrived, Mr. Frank Miller of Western Lithograph then arrived, and said that he had asked for this emergency meeting because he had been given information shortly before that same afternoon that his company and General Printing had entered into an understanding with the Union concerning terms of a settlement, and that the terms of the settlement were acceptable to his company and to General Lithograph and the Union, and that those two companies would not continue with the strike. He provided each member with a copy of the terms of settlement agreed to by those companies. They are dated—this memorandum is dated March 26th, with the time of 4:15 p.m. on the bottom lefthand corner.

Q. That is the terms of settlement between General Printing and Litho? A. That is right.

Q. Western Litho Company and Amalgamated, Local 22? A. That is right.

(Testimony of Frederick L. Miller.)

Q. Proceed.

A. Mr. Frank Miller then informed the Committee that this would be the basis or, rather, the only basis upon which this [177] strike could be settled and that the Union expected a meeting with the Employer and Negotiating Committee the following morning.

The whole situation was then reviewed by the Employer and Negotiating Committee, and we felt we could do nothing with reference to a meeting with the Union until there had been a meeting with the companies we represented to advise them of these developments which had taken place, and we arranged to call a March meeting of the companies that we were representing for approximately eleven o'clock, half-past ten, eleven, on the morning of the 27th. Phone calls were made on the morning of the 27th to all the firms, and a meeting was held.

At that meeting, Mr. Frank Miller stood up and tried to give a statement of what had happened, but I think he was unable to continue, and asked then that he not be required to act as chairman of this meeting, and further, he felt that in view of the position that his own company had put him in, that he resign as chairman of the Negotiating Committee.

I then acted as chairman of the Employer meeting on the morning of March 27th.

Q. Will you tell us what took place at that meeting?

(Testimony of Frederick L. Miller.)

A. At that meeting, I explained to the assembled employers what had taken place with reference to General Printing and Western Lithograph and the Union. I read to them the terms of [178] the memorandum which Frank Miller had provided the other members of the Negotiating Committee, advised them that those would be the terms upon which the Union would be willing to settle the strike.

We had discussed the matter in committee, and at that time it was the Committee's feeling that under the circumstances, due to those defects, it would be inadvisable to continue the strike, and there was a recommendation made by the Negotiating Committee to the several employers that the strike be terminated.

We also made known to the Committee—rather, the Committee made known to the Employers—that the only basis upon which the strike could be settled, apparently, were on the terms negotiated by General and Western with the Union, and we asked the Employers to ratify in advance those terms as the basis of a proposal which we would offer the Union when we met with them at approximately 12 or 1:00 o'clock that same day.

This was done.

At that meeting I announced to the group—this had also been discussed in committee——

Q. At that meeting you are referring to, the meeting of the morning of the 27th?

A. That is right.

(Testimony of Frederick L. Miller.)

I announced to the employer group—this had been discussed in the Negotiating Committee prior to that—the matter of permitting revocations of these authorizations. I had discussed [179] this matter with an attorney as to whether the authorization with its final paragraph could be moved as to its final paragraph, between the Union Employers Section and those companies wishing to revoke.

We then notified the group that any employers wishing to revoke the authorization prior to the signing of the contract could do so at that meeting.

Q. Did any companies avail themselves of this opportunity?

A. Two companies signed a statement that they were revoking the authorization given the Union Employers Section.

Q. Those companies were what companies?

A. Culver Citizen and——

Mr. Grodsky: Anderson?

The Witness: Anderson Litho.

Q. (By Mr. Doesburg): Did any other companies indicate to you or the Committee an intention to revoke?

A. Yes—at that meeting—after the meeting had concluded, yes, Jeffries Banknote then discussed their situation with the Negotiating Committee.

Q. What was their situation?

A. Mr. Magor represented them, and Mr. Magor indicated that the company would go along on a contract which did not contain the profit-sharing clause which was in the memorandum furnished the

(Testimony of Frederick L. Miller.)

Employer Negotiating Committee by Mr. Frank Miller; if the profit-sharing clause was to be a part of this agreement, [180] Jeffries Banknotes would not be a part to it, and he so stated to Mr. Laidlaw and to other—in fact, there were three or four men in the Negotiating Committee discussing this situation with Jeffries. It was made clear to us by Mr. Magor that this was the position of Jeffries.

Q. What was the next thing that transpired?

A. The meeting then adjourned, and very shortly after, the Union Negotiation Committee appeared at the PIA Building, and we then sat opposite each other at the table. A number of questions were asked about this private understanding or agreement that had been reached by the Union and these two companies, and Mr. Brandt, speaking for the Union Committee, said he had information to offer as to that part, that he was expecting a proposal from the employers, so we finally submitted to Mr. Brandt a proposal identical with the one set forth in the memorandum Mr. Miller had given us the night before.

At that same meeting with the Union before we—as I recollect—before we—well, I can't be sure about the sequence of events, but the Union was notified that with reference to the Culver Citizen, this company had revoked its authorization, and was no longer being represented by the Employers Committee. The Union was also notified as to the position that Jeffries had taken with reference to their negotiation.

(Testimony of Frederick L. Miller.)

Mr. Douglas Laidlaw informed Mr. Brandt and [181] the Union Committee that the company would go along on a contract provided the profit-sharing clause was removed from that contract. If, however, the Union insisted upon the inclusion of the profit-sharing clause, Jeffries would revoke the authorization and this Employers Committee would no longer represent them.

Q. What did Mr. Brandt say when so advised?

A. With reference to Jeffries, he said nothing. With reference to Culver Citizen, he said it made no difference because there was only one employee at that place. I repeated it in different words to Mr. Brandt what Mr. Laidlaw had said with reference to Jeffries because I felt there should be no misunderstanding about Jeffries' position in the negotiation, and I so informed the Union.

Q. Did Mr. Brandt at any time during that meeting or thereafter in your presence make any statement to the effect that Jeffries was covered by the agreement which was arrived at including the profit-sharing clause?

A. No such statement was made.

Q. Proceed.

A. The Union took the proposal that we had submitted to them, left to attend a membership meeting which was being held shortly after we had concluded our meeting with them, and we were notified later that the proposal we had submitted to them had been ratified.

(Testimony of Frederick L. Miller.)

Q. Following the acceptance of the proposal which you had [182] submitted, was an agreement prepared?

A. Yes, Mr. Brandt prepared a draft of the new agreement which he brought to the PIA one afternoon.

Q. I show you General Counsel's Exhibit No. 5, and ask if that is the document to which you refer?

A. This is the document.

Q. When was that document prepared with reference to this meeting of the 27th?

A. Well, this document was prepared subsequent to the meeting of the 27th, prepared after the ratification of both parties. It was brought to the offices of the PIA. I do not remember the date, but I should say just a few days after the 27th.

Q. By whom did you say it was prepared?

A. By the Union.

Q. Copies were delivered to the PIA office?

A. No, Mr. Brandt brought up a copy of this revised agreement and presented it to me for purposes of reading. We made two corrections on this agreement which were embodied in the supplement, and then I noticed that in preparing the agreement that Mr. Brandt had followed the form that had existed in the 1956 contract, which stated the agreement was between the Lithographers Group of Los Angeles and the Amalgamated Lithographers Union of America, Local 22. In this letter which I sub-

(Testimony of Frederick L. Miller.)

mitted to Mr. Brandt on September 17th, that letter stated that the Union Employers Section had been designated as the [183] bargaining agents, and that the Employers Negotiating Committee was empowered to execute a contract with the Union binding on all the companies that we represented, which would eliminate the need for signing individual contracts with employers.

This matter was never discussed in negotiations at any time, and due to the subsequent developments it never occurred to me to raise this matter in negotiations with the Union. Consequently, the submission, then, of this agreement as it was presented to me that afternoon did not refer to the Union Employers Section, and was the same contract that would be signed by each of the houses individually upon the conclusion of negotiations.

I then inquired of Mr. Brandt if he wanted to make this agreement out in the name of the Employers Section for and on behalf of those we represented, or if he wished to execute individual contracts.

Mr. Brandt replied that he wished to have individual contracts, and there the discussion terminated. Mr. Brandt mimeographed the contracts and mailed them.

Q. Mailed them to the individual——

A. To the individual employers. [184]

* * * * *

(Testimony of Frederick L. Miller.)

Cross Examination * * * * *

Q. (By Mr. Grodsky): You are familiar with the authorization form that was signed by Anderson when he authorized the Association to represent the firm. Is that the same form of authorization used by all of the employers? A. Yes.

Mr. Grodsky: No further questions.

Trial Examiner: Did I correctly understand you to testify that you received a memoranda of the strike settlement agreement entered into by General and Western?

The Witness: Yes, sir.

Trial Examiner: Do you have that? [187]

The Witness: I do.

Trial Examiner: Will you produce it, please?

The Witness: Yes, sir.

Trial Examiner: This will be marked Trial Examiner's Exhibit 1 for identification, as of this date.

(Thereupon the document above referred to was marked Trial Examiner's Exhibit No. 1 for identification.) [188]

[See page 175.]

* * * * *

DOUGLAS McNEIL LAIDLAW

a witness called by and on behalf of the respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

* * * * *

Q. (By Mr. Doesburg): Are you or have you been a member of the Negotiating Committee of the Printing Industries Association in the Union Employers Section? A. Yes.

Q. Were you present at a meeting on the morning of March 27, 1958, at the offices of the Printing Industries Association? A. Yes, I was.

Q. Will you tell us what took place?

A. The whole morning?

Q. Correct.

A. We had had a meeting of the lithographic employers whom we represented. It was held in the PIA Building, and at that time we presented to the employers group information that we had [189] received the night before from a man with Western Lithograph Company. [190]

* * * * *

Q. (By Mr. Doesburg): Will you tell us roughly what was in the memorandum? [191]

A. It was roughly a memorandum of the contract settlement which we were told by the representative from Western Lithograph Company had been agreed to between the Union and Western Lithograph Company and General Printing and Lithograph Company.

(Testimony of Douglas McNeil Laidlaw.)

Q. What was that man's name?

A. Frank Miller.

Q. Is he an official with Western or General?

A. He is vice president in charge of manufacturing of Western Lithograph Company.

Q. Then, what took place?

A. When we went there, the Negotiating Committee met there ahead of time before the employers arrived, and Mr. Miller at that time said that he had thought it over from the night before and wanted to resign as chairman of our committee, and we talked it over and decided, to take his place we should have Mr. Fred Miller of the Printing Industries Association, to act as chairman of the Committee from that point on out.

Then, when the people arrived, the people that we represented arrived, Mr. Miller presented to them exactly what had happened, and each of the others of us——

Q. How did he do that? How did he present it?

A. He gave a brief little resume of what had taken place the night before, as to the way we had called a meeting among ourselves, where we had met, what had been discussed, and then, I believe, read that memorandum out loud to the gathering there. [192]

Q. Then what took place?

A. Well, the roof practically came off the place. Everybody had a few words to say from that point on out. A great many people stood up and made comments of one sort or another, and it simmered

(Testimony of Douglas McNeil Laidlaw.)

down to the fact that we had informed the Union that we would meet with them as soon as our own meeting was over, we had called Mr. Brandt and told him that, and I believe we had set a tentative time, and I said that I would call him after we had concluded our meeting and tell him what time and place we could meet with them.

Q. Were there any conversations relative to the withdrawal of bargaining authority? A. Yes.

Q. Tell us what that was.

A. Mr. Fred Miller stated that—to all the employers there—that we had had a discussion among ourselves, and felt that at this point, in view of the circumstances then existing that we had agreed among ourselves that anybody whom we represented was then at liberty to withdraw that authorization to us to represent them.

Q. Did anybody so withdraw? A. Yes.

Q. Who were they?

A. Let's see: An outfit called the Culver Citizen [193] or something like that, the Jeffries Banknote Company said they would like to talk to us about it, and a little later on, they did talk to us, and another one, the Anderson Lithograph Company.

In fact, I do not remember the time exactly when he said he was withdrawing himself from signing this thing, and also withdrawing the authorization of the Committee to represent him, and the people from Jeffries talked to us, and said that—as clearly as I can remember it—they said they would go

(Testimony of Douglas McNeil Laidlaw.)

along with the contract provided this pension thing was not a part of it.

The Union had made an additional demand of participation in any pension or profit-sharing plan at the time that we first represented Jeffries, they made this demand of profit-sharing clause, and the Jeffries people said they would withdraw if that were going to be a part of it.

Q. Following this meeting, when was the next thing that transpired?

A. I called Mr. Brandt and told him that we could go ahead then and meet with him as soon as it was convenient with them. He said that he had his committee standing by, that they were ready to meet with us then, and would be over in a matter of a half an hour.

Q. Was such a meeting held? A. Yes.

Q. What took place at such a meeting? [194]

A. Mr. Fred Miller presented this memorandum to Mr. Brandt, either read from it, or handed it to him, and mentioned that it was his understanding that this was what the Union would be willing to settle for, and Mr. Brandt side-stepped that; apparently didn't want to say yes or no on it. He really made no commitment, and said, "You must have a proposal, go ahead and make it." Then Mr. Miller read from that proposal.

Q. You are referring now to the memorandum you previously described?

A. Yes. He read from that verbatim, and Mr. Brandt and a couple of members of his committee

(Testimony of Douglas McNeil Laidlaw.)

copied it down in longhand as it was read to them.

Q. And then what transpired?

A. Then Mr. Miller said there had been some people—he explained what had happened at our own meeting, he went in to quite great detail about the people we represented; he said that some of the people had withdrawn and gave them the names at that time. Mr. Miller asked me if I would tell Mr. Brandt the situation in regard to the Jeffries Banknote Company.

Q. What did you say?

A. I told Mr. Brandt that he could have a contract with the Jeffries Banknote Company if he would remove the profit-sharing clause from his proposal, and he said that he would not do it, and I reiterated it, said, "This is it; I am not kidding; this is what will take place. You can have a contract with the [195] profit-sharing clause out; you will have a contract with the Jeffries Banknote Company. With it in, you will not have a contract."

Q. What did he say?

A. He said something to the effect that—this is not a direct quotation—but it was something to the effect that he could not trust what the Jeffries Banknote Company would do, whether they would follow up this promise and so on, and I said something to the effect that they had assured me that it was the truth, and I had every reason to believe that it was, and he said he doubted that it was the truth; that they would not follow up if he agreed

(Testimony of Douglas McNeil Laidlaw.)

to it, and he said, "We will just have to leave it so they will have to deal with us or we will deal with them," something like that.

Q. Was anything further said or done at that meeting?

A. Yes, we went back over this memorandum which by this time had become a proposal from us, rather than a proposal from them, and we went over that at great length and hashed things out and read them over and over and over, and checked wording and amounts of money, and then we got up to the point where Mr. Brandt said, "They must be playing organ music over at our hall, we had better get under way. This minor language can be settled later, and I will talk to Mr. Miller about it."

Q. Did Mr. Brandt say to you at any time, alone or in your presence, that this agreement covered the Jeffries Company [196] insofar as he was concerned?

A. I don't think I understand the question.

Q. Did Mr.—I will show you General Counsel's Exhibit 5 and ask you if you have seen that document before? A. Yes.

Q. Does that roughly incorporate the substance of the memorandum which you have been describing?

A. It incorporates it. There is more to this.

Q. That is right, but it incorporates the memorandum? A. Yes.

Q. Did Mr. Brandt at that meeting make the specific statement that an agreement reached be-

(Testimony of Douglas McNeil Laidlaw.)

tween your Negotiating Committee and the Union would be applicable to the Jeffries Company?

A. I don't recall anything like that, because he said something to the effect that he would deal with them, something like that, or they would have to deal with him, "They will answer for that," something along those lines. [197]

* * * * *

LESTER BENNETT

a witness called by and on behalf of the respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

* * * * * [198]

Q. (By Mr. Doesburg): By whom are you employed? A. Mission Engraving Company.

Q. For how long have you been so employed?

A. Thirty years.

Q. Is that company a member of the Union Employers Section of PIA? A. Yes.

Q. Do you serve in any capacity in that group?

A. Manager—what group? Beg your pardon; I am speaking about my firm.

Q. No, I meant in the PIA group.

A. I was on the committee, if that is what you mean.

Q. What committee?

A. Negotiating Committee.

(Testimony of Lester Bennett.)

Q. Were you present at a meeting of that Negotiating Committee on March 27th held between that Negotiating Committee and the Union, Amalgamated Lithographers, Local No. 22, committee?

A. I was. [199]

* * * * *

Q. To the best of your recollection, can you recall any member stating whether or not Jeffries was to be a part of this agreement?

A. Well, in the beginning of the meeting, let's put it this way, and I think I am very much correct in this, Ted was very emphatic about the fact that Jeffries was part of the agreement.

Q. What did he say? Then what was he told?

A. Well, I think, using my own thinking, I think that they were. Now, what they were told, what he was told—— [201]

Q. Just tell us what was said, to the best of your recollection.

A. I am absolutely satisfied in my own thinking that there was not any question in the mind of anybody on the Committee that Jeffries was part of the agreement.

Q. Was part of the memorandum agreement that you are discussing?

A. That's right.

Q. Was anything said in your presence with regard to whether or not Jeffries would participate in the agreement if a profit-sharing plan were included?

(Testimony of Lester Bennett.)

A. There was some objection as far as Jeffries was concerned, but I am talking about the agreement——

Q. All I want you to do is tell us what was said, if you recall, by either Mr. Miller or Mr. Brandt, in the meeting of the 27th.

A. In the meeting of the 27th, and this meeting that I am talking about, we, as a Negotiating Committee, were negotiating for the Jeffries Banknote Company as well as others. [202]

* * * * *

MARTIN SULLIVAN

a witness called by and on behalf of the Charging Party, being first duly sworn, was examined and testified as follows:

Direct Examination

* * * * * [203]

Q. (By Mr. Silverman): Are you a member of Local 22? A. Yes, sir.

Q. Were you a member of the Negotiating Committee which negotiated the last contract?

A. Yes, sir.

Q. Were you present at the negotiating session of March 27th which has been described here by other witnesses? A. Yes, sir.

Q. Will you tell us everything that you can remember that was said with respect to Jeffries Bank note at that meeting?

(Testimony of Martin Sullivan.)

A. Since Mr. Brandt's habit of losing his temper is common knowledge, I can explain close to the exact words that he used when the matter of Jeffries Banknote was brought up. I don't know which of the gentlemen from the other committee brought up the name of Jeffries, but Mr. Brandt said—

Q. Can you remember at this point what was said with respect to Jeffries Banknote?

A. They intimated that Jeffries, if the pension plan deal was in the contract, that he did not want a part of it. Mr. Brandt then said, "He is making a sucker out of all you guys. He is happy to be on the Committee when things are going right for him, but when things are going wrong for him, then he wants out, and no matter what happens, the pension plan stays in, [204] and he is a part of the agreement as far as we are concerned."

* * * * *

HENRY LEAMON

a witness called by and on behalf of the Charging Party, being first duly sworn, was examined and testified as follows:

Direct Examination

* * * * *

Q. (By Mr. Silverman): Are you a member of Local 22? A. I am.

Q. Are you a member of the Negotiating Committee that negotiated the recent contract?

A. Right.

(Testimony of Henry Leamon.)

Q. Were you present at the negotiating session of March 27th? A. I was.

Q. Would you tell us what was said by the Employers first with respect to Jeffries Banknote?

A. I cannot repeat word for word, but it was to the effect that if the profit-sharing clause was kept in the contract, that the Jeffries Banknote would not be part of it.

Q. What was said by the Union's committee, any member of it, with respect to that?

A. It was said that the profit-sharing clause was written into the contract for the benefit of members, and that it was going to stay, and if the Jeffries Banknote wanted to back out of the agreement, then it would be taken up between Jeffries Banknote and the Union.

Q. Who made that statement?

A. I believe it was made by our spokesman, Mr. Ted Brandt, President.

Q. Did Mr. Brandt say anything else—let me ask you this: Were you in the hearing room when Mr. Sullivan just testified? A. In this room?

Q. Yes. A. Yes.

Q. Did you hear what he said? A. Yes.

Q. Do you recall anything being said at the meeting similar in substance to what he testified?

A. Well, he cut it short.

Q. You fill it in.

(Testimony of Henry Leamon.)

A. If it was repeated word for word, why, it would be a [206] little larger, but if I may just open up a little bit——

Q. Let me ask you first: Do you agree that his testimony fairly represented at least part of what was said at that meeting——

A. Yes.

Q. ——by Mr. Brandt?

A. Yes.

Q. It is your testimony that more was said than that?

A. Correct.

Q. Would you please add whatever you recollect that you think Mr. Sullivan left out?

A. The words just don't come to me; I will be honest to you.

Q. In sum and substance, your best recollection of what took place.

A. On the dealings that we had had——Mr. Brandt and me, the Union officials had had with Jeffries Banknote on other occasions, it seemed that he was in one time and out the next time when it was to his advantage, and if the picture looked right for him, he was having the Committee negotiate for him, and if it didn't look right, he wanted to stay off of it.

Q. Anything you can add to that?

A. The only thing I can add to that is that on the Committee everyone was very much surprised when Jeffries Banknote assigned themselves to the Printing Industries Committee to be negotiating for them, because they had always been so independent.

* * * * * [207]

ARTHUR J. MOODY

a witness called by and on behalf of the Charging Party, being first duly sworn, was examined and testified as follows:

Direct Examination

* * * * *

Q. (By Mr. Silverman): Mr. Moody, are you a member of Local 22? A. I am.

Q. Were you a member of the Negotiating Committee that negotiated the last contract?

A. I was.

Q. Were you present at the negotiating session of March 27th? A. I was.

Q. Will you tell us what you recall the Employers said about Jeffries Banknote at that meeting?

A. Well, my testimony is along the same lines as Mr. Sullivan. This Jeffries Banknote question came in before the two committees, and it was stated very emphatically by Mr. Brandt—

Q. First, what did the Employers say, if you recall? [208]

A. The Employers merely stated that Jeffries would sign this contract if this clause wasn't included, and at that time, Mr. Brandt emphatically told the Employers Committee that he had no prior indication that Jeffries was not still a member of the organization, the Printing Industries Association or the employers organization, and that as

(Testimony of Arthur J. Moody.)

far as Jeffries Banknote was concerned, in his dealings with us, we felt that he was still a member of the Association, and there was no doubt about in our mind about that, and any contract that was signed we would consider Jeffries Banknote a part of.

Q. Mr. Brandt said that?

A. Yes, very emphatically.

Mr. Silverman: I have no further questions.

Cross Examination

* * * * * [209]

Q. (By Mr. Doesburg): What was your conversation with Mr. Brandt?

A. I don't recall my whole conversation. Ted merely stated that to me the Association was trying to bring out the point that they did not know that Ted did not realize, or that our committee did not realize that Mr. Jeffries had withdrawn from the Association, and, as I say, during the last negotiating committee, Mr. Brandt made it very clear to the members of both committees that we would have no part of a different contract than the one we were negotiating, and that included——

Q. In other words, Mr. Brandt indicated that any contract he entered into with Mr. Jeffries had to be the same contract that you negotiated with the Committee?

A. That's correct. [210]

* * * * *

GENERAL COUNSEL'S EXHIBIT No. 2

Union Employers Section

Printing Industries Association, Inc. of Los Angeles

1434 West Twelfth Street

Los Angeles 15, Calif.

RIchmond 7-5521

Authorization

The undersigned authorizes the Union Employers Section, Printing Industries Association, Inc. of Los Angeles (referred to herein as "the Association"), to act as its collective bargaining agent in negotiating with the Amalgamated Lithographers Union, Local 22, (referred to herein as "the Union"), a tentative agreement covering wages, hours and other conditions of employment.

If the Association reaches such tentative agreement, it shall be referred to a meeting of those companies signing this authorization, and in the event a majority of said companies attending this meeting ratify its terms, the Association shall then execute a formal contract with the Union binding upon each company signing this authorization.

It is further agreed by the undersigned that it will refrain from entering into any individual negotiation, contract, or understanding with the Union, and that it will comport itself

General Counsel's Exhibit No. 2—(Continued)

in a manner consistent with preserving Association unity.

In the event the Association is unable to reach an understanding or tentative agreement with the Union, and said Union takes action against one or more companies, said action shall be considered as an action against all companies.

This authorization may be revoked after the execution of a contract between the Association and the Union by submission of written notice to the Union Employers Section, 1434 W. 12th Street, Los Angeles, California.

.....
Company

By:

This firm has employees working under the jurisdiction of Lithographers Union, Local No. 22.

Admitted in Evidence August 11, 1958.

GENERAL COUNSEL'S EXHIBIT No. 3

Law Offices
Latham & Watkins
Suite 630
Statler Center
Los Angeles 17, California
MAdison 6-0151
March 13, 1958

Mr. Theodore Brandt
Lithographers Union, Local 22
1220 South Maple Avenue
Los Angeles, California

Dear Mr. Brandt:

As you have been advised, the Union Employers Section, Printing Industries Association represents a number of employers in negotiations with Local 22. As attorneys for and on behalf of the Union Employers Section we wish to advise you that employer authorizations to it are irrevocable by any employer until after the Union Employers Section has concluded a collective bargaining agreement with the Local 22. Also under the authorization the employer binds himself to "refrain from entering into any individual negotiation, contract, or understanding with the Union."

We have been advised that the Union is making individual solicitations of the employers so represented. We hereby put you on notice that the Union

General Counsel's Exhibit No. 3—(Continued)

Employers Section is the exclusive collective bargaining representative for each and all of the employers named and therefore you may not lawfully enter into any negotiation, contract, or understanding with the individual employers, but may only deal through the Union Employers Section. The Union Employers Section and its members will hold you liable for all damages they may suffer if you attempt to negotiate or contract directly with any of the employers it represents. However, it is the hope of the Union Employers Section that you will carefully observe your obligation to deal only with it and thereby make it unnecessary for the Union Employers Section to bring legal proceedings against you for injunctive relief and damages.

Very truly yours,

[Stamped]: NLRB 21st Region Los Angeles
1958 May 15 AM 11:24.

Admitted in Evidence August 11, 1958.

GENERAL COUNSEL'S EXHIBIT No. 4-A

Jeffries Banknote Company

117 Winston Street

Los Angeles 13, California

March 14, 1958

Mr. Theodore Brandt

Local 22

Amalgamated Lithographers Union

1220 South Maple Street

Los Angeles 15, California

Dear Ted:

We have carefully gone over the Union Employers Section's proposal to Amalgamated Lithographers, Local 22, and cannot find anything wrong with it.

I am sure that you feel the same way I do that all of us should do everything within our power to slow down this continuing inflation that we have had since the war.

In view of the fact that the Amalgamated employees have not increased their productivity during the past year, I feel that the Union Employers Section is being more than generous in their offer to Amalgamated. As a consequence, we are left with no other alternative than to refuse the proposed

General Counsel's Exhibit No. 4-A—(Continued)
agreement and join the Union Employers Section
as outlined to you in the attached letter.

Kindest regards and best wishes.

Yours very truly,

ALLERTON H. JEFFRIES
President

AHJ:fsl

Admitted in Evidence August 11, 1958.

GENERAL COUNSEL'S EXHIBIT No. 4-B

Jeffries Banknote Company

117 Winston Street
Los Angeles 13, California

March 14, 1958

Local No. 22

Amalgamated Lithographers
1220 South Maple Avenue
Los Angeles 15, Calif.

Gentlemen:

Jeffries Banknote Company has designated the Union Employers Section of Printing Industries Association of Los Angeles as its collective bargaining representative and will henceforth be represented in any negotiations by them.

Yours very truly,

JEFFRIES BANKNOTE COMPANY

ALLERTON H. JEFFRIES
President

AHJ:fsl

[Stamped]: NLRB 21st Region Los Angeles 1958
May 15 AM 11:24.

Admitted in Evidence August 11, 1958.

GENERAL COUNSEL'S EXHIBIT No. 5

[Handwritten]: Master 1958-1960.

AGREEMENT BETWEEN THE LITHOGRAPHERS GROUP OF LOS ANGELES AND AMALGAMATED LITHOGRAPHERS OF AMERICA, LOCAL #22

* * * * *

Section 27. Profit Sharing: It is agreed that any employer having a profit sharing plan covering factory employees will permit but not compel any member of the bargaining unit, who desires, to participate in the said plan.

* * * * *

Section 31. This agreement shall be effective February 15, 1958, and shall terminate March 31, 1960. This agreement may not be altered, modified, or amended in any manner prior to March 31, 1960; provided that the agreement may be opened effective March 31, 1960, on sixty (60) days written notice by either party prior to March 31, 1960.

Section 32. In Witness Whereof we have affixed our hands this 9th day of April, 1958.

EMPLOYERS COMMITTEE,

/s/ By LES BENNETT,
/s/ By FRANK A. MILLER,
/s/ By R. N. ORCHARD,
/s/ By DOUGLAS M. LAIDLAW,
/s/ By FRED MILLER.

General Counsel's Exhibit No. 5—(Continued)

AMALGAMATED LITHOGRA-
PHERS OF AMERICA,
LOCAL #22,

/s/ THEODORE BRANDT,
President,

/s/ EDWARD SOAR,
Secretary,

Recommended by:

/s/ R. P. SLATER,
International Vice President.

[Seal]

Approved:

/s/ GEORGE A. CANARY,
International President.

Date: 5-2-58.

.....
Firm Name

By

* * * * *

Admitted in Evidence August 11, 1958.

GENERAL COUNSEL'S EXHIBIT No. 6

(Copy)

September 17, 1957

Mr. Theodore Brandt, President
Amalgamated Lithographers Union, No. 22
1220 Maple Avenue
Los Angeles, California

Dear Mr. Brandt:

In conformity with the understanding reached between us, negotiations between the Union Employers Section, for and on behalf of those member lithographic companies whose names appear listed on the attachment hereto, and your Local Union No. 22, shall commence on the evening of September 17, 1957. The initial meeting of the parties will be held at the union office and subsequent meetings will alternate between your office and the PIA office.

It is also understood that at the September 17th meeting mentioned above, the union and management will exchange bargaining proposals.

Members of the Negotiating Committee representing the Union Employers Section are:

John Anderson, Anderson Lithographing Co.

Les Bennett, Mission Engraving Co.

Douglas Laidlaw, L.A. Lithograph Co.

Frank Miller, Western Lithograph Co.

Fred Miller, Union Employers Section

Robert Orchard, Ray Burns, Inc.

Michael Wolf, Cal Litho Plate

The above named persons were duly elected by the contract holders to speak for them, and have

General Counsel's Exhibit No. 6—(Continued)
empowered said Committee at the conclusion of negotiations to execute in the name of the Union Employers Section a collective bargaining agreement binding upon each and every firm it represents.

It is expected that several UES members who have not yet issued authorizations to the Union Employers Section will do so shortly. As soon as these are received, the union will be notified of their names.

Very truly yours,

Fred L. Miller,
Secretary.

FLM/vw

Admitted in Evidence August 11, 1958.

GENERAL COUNSEL'S EXHIBIT No. 9

[Letterhead of Jeffries Banknote Company, 117
Winston Street, Los Angeles 13, California.]

April 1, 1958

Mr. Theodore Brandt
Amalgamated Lithographers of
America, Local #22
1220 South Maple
Los Angeles, California

Dear Ted:

In view of the fact that wage rates for lithographic workers in the City of Los Angeles have

General Counsel's Exhibit No. 9—(Continued)

been negotiated, and will forthwith be placed in effect, and in view of the fact that we have as yet not had the opportunity to start bargaining on a contract covering the lithographic employees of the Jeffries Banknote Company, we propose that the Union acquiesce and agree to the same increase in the base rates of our employees to be effective with the close of the payroll week Friday, April 4, without prejudice to bargaining on all issues of the contract.

If this is agreeable, will you please sign a copy of this letter where your acceptance is indicated and return to the undersigned.

Yours very truly,

JEFFRIES BANKNOTE
COMPANY,

Allerton H. Jeffries,
President.

AHJ :fsl

Accepted:

Amalgamated Lithographers of
America, Local #22

.....

Admitted in Evidence August 11, 1958.

GENERAL COUNSEL'S EXHIBIT No. 10

(Copy)

April 3, 1958

Allerton H. Jeffries, President
Jeffries Banknote Company
117 Winston Street
Los Angeles 13, California

Dear Al:

This is in answer to your letter to me of April 2, 1958.

We are, of course, expecting that the wage increases will be instituted in your plant as of February 15, 1958, in accordance with the negotiations just concluded.

I am puzzled by your statement that you wish to start negotiations with Local #22.

During negotiations with the Printing Industries Association, on behalf of the Lithographic Employers in Los Angeles, you advised Local #22, in writing, that the Association was bargaining for you as well as on behalf of the various other employers.

Accordingly, we must proceed on the assumption that there is no need for further negotiations, and that we may expect from you a signed contract in

General Counsel's Exhibit No. 10—(Continued)
accordance with the terms agreed upon in the general negotiations.

Very truly yours,

Theodore Brandt,
President - Local #22.

TB:em

[Stamped]: NLRB 21st Region Los Angeles 1958
June 19 AM 9:05.

Admitted in Evidence August 11, 1958.

RESPONDENT'S EXHIBIT No. 1

United States of America
Before the National Labor Relations Board

Case No. 21-RC-4362

JEFFRIES BANKNOTE CO., Employer,

and

LOCAL No. 22, AMALGAMATED LITHOGRAPHERS OF AMERICA, AFL-CIO,

Petitioner.

DECISION AND CERTIFICATION
OF REPRESENTATIVES

* * * * *

Certification of Representatives

It Is Hereby Certified that Local No. 22, Amalgamated Lithographers of America, AFL-CIO, has

Respondent's Exhibit No. 1—(Continued)
been designated and selected by a majority of the employees of the Employer in the unit hereinabove found appropriate as their representative for the purposes of collective bargaining, and that pursuant to Section 9 (a) of the Act, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Dated, Washington, D. C., July 23, 1956.

BOYD LEEDOM, Chairman,
ABE MURDOCK, Member,
IVAR H. PETERSON, Member,
[Seal] National Labor Relations Board.

Admitted in Evidence August 11, 1958.

TRIAL EXAMINER'S EXHIBIT No. 1

LOS ANGELES SETTLEMENT

	1st Year	2nd Year
Journeyman	\$7.75 Week	\$5.50 Week
Semi-Skilled	\$6.25 Week	\$4.50 Week
General Workers	\$5.00 Week	\$4.00 Week

Wages to be on scale.

Welfare Plan—Will remain at \$3.00.

Three weeks of vacation for one year, except for a clause reading * * * "Temporary general workers who have worked less than four months shall be entitled to one day's vacation pay for each five weeks of employment during which they have worked not less than 90% of the straight time hours for their shift."

Washington's Birthday in for 1959.

Cost of Living Index—.03c for each point on the index.

Retroactive to February 15, 1958.

Four new classifications.

It is agreed that any employer having a profit sharing plan covering factory employees will permit but not compel any member of the bargaining unit, who desires, to participate in the said plan.

March 26, 1958, 4:15 P. M.

Admitted in Evidence August 12, 1958.

